

MINUTES

SELECT BOARD

11/09/2021 VIA ZOOM REMOTE MEETING

Present:

Select Board Member, Heather Hamilton, Select Board Member Bernard W. Greene, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy

ANNOUNCEMENTS/UPDATES

Vaccines have been approved for children aged 5-11. There will be a vaccine clinic on November 14th at Town Hall. From 9am-noon. A flu clinic will be held there from 1:00-3:00pm. Please pre-register. Town Administrator Kleckner announced the assignment of Dr. Harold Cox as Senior Advisor on Social Services. He provided a brief review of the duties and Dr. Cox's impressive qualifications. Remembering Izzy, Arbeiter, Holocaust Survivor, concentration camp survivor and founder of American Association of Jewish Holocaust Survivors of greater Boston.

The annual Veterans Day event will be held on November 11th, at 11:00am in front of Town Hall Vice Chair Fernandez congratulated the many progressive champions that won recent local elections; notably Michelle Wu, as Mayor of Boston. Mayor Wu will be a great partner with Brookline.

PUBLIC COMMENT

- Linda Pehlke TMM#2 spoke on the labs and life services report as submitted by EDAB. She strongly disagrees with the implementation strategy and the zoning proposals. These facilities should only be allowed in specific sites. She urged the board to find a better balance and not to consider up zoning as recommended in the report.
- 2. Bonnie Bastien TMM#5 supported the appointment of Dr. Cox
- 3. Board member Greene spoke on NETA's recent one-day sale along with the Justin Bieber advertising; he feels there is some serious violations. The CCC has sent them notice with a written plan of correction. The Town will ask for that as well.
- 4. Town Administrator Kleckner announced the resignation of Water and Sewer Director Fred Russel who is taking a position in another community. Fed will be missed and the town wishes him well.

MISCELLANEOUS

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Question of approving the following meeting minutes from October 25, 2021 and November 2, 2021.

On motion it was,

Voted to approve the minutes from October 25, 2021 and November 2, 2021.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for the Water and Sewer Director (D-6) within the Department of Public Works.

On motion it was,

Voted to approve the authorization to hire request for the Water and Sewer Director (D-6) within the Department of Public Works.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

ALTERNATE MANAGERS

Question of approving the following alternate managers for NETA:

Arielle Herold

Suzanne Rzecznik

On motion it was,

Voted to approve the following alternate managers for NETA:

Arielle Herold

Suzanne Rzecznik

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

AMENDMENT

Question of approving Amendment #16 to the contract with Jonathan Levy Architects for the Driscoll School project for geothermal system design services in the amount of \$79,244.00.

On motion it was,

Voted to approve Amendment #16 to the contract with Jonathan Levy Architects for the Driscoll School project for geothermal system design services in the amount of \$79,244.00.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

APPROPRIATION TRANSFER

Question of approving an appropriation transfer in the amount of \$26,522.06 for security enhancements to the Public Health Building.

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On motion it was,

Voted to approve an appropriation transfer in the amount of \$26,522.06 for security enhancements to the Public Health Building.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CONTRACT

Question of approving contract PW/14-25, "2019 Master Services Agreement, Task Order No. 2" with Brown & Caldwell in the amount of \$313,837.00

On motion it was,

Voted approving contract PW/14-25, "2019 Master Services Agreement, Task Order No. 2" with Brown & Caldwell in the amount of \$313,837.00

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

TEMPORARY WINE AND MALT BEVERAGES NON SALES LICENSE

Question of approving a Temporary Wine and Malt Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Tuesday, November 16, 2021 for Luncheon Presentation 12:00PM – 3:00PM at 15 Newton Street. 50 people expected to attend.

On motion it was,

Voted to approve a Temporary Wine and Malt Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Tuesday, November 16, 2021 for Luncheon Presentation 12:00PM – 3:00PM at 15 Newton Street. 50 people expected to attend.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CALENDAR

BOARDS AND COMMISSIONS - INTERVIEWS

The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:

Brookline Village Parking Benefit District Advisory Committee:

Sara Petras

Jamie Siracusa – postponed

Sara Petras is a new business owner in Brookline village, and recently ran a shop in Chestnut Hill. She now owns a boutique. Ms. Petras would like to become engaged in the community, and is beginning to make some connections with her neighboring business owners. She likes the energy and the charm of Brookline Village. Ms. Petras spoke on parking issues which she

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feels has lightened up since Covid; the main complaint she hears from her customers is about malfunctioning parking meters.

ECONOMIC DEVELOPMENT ADVISORY BOARD REPORT PRESENTATION

Presentation of the Economic Development Advisory Board's Life Science Report.

Cliff Brown provided a presentation.

Summary conclusions and steps:

- Propose new zoning use and appropriate regulatory process
- Include broad range of possible use
- Bioscience uses would be limited to Biosafety Levels (BSL) 1 and 2 as defined by the CDC
- Establish a framework
- Establish a Brookline Biosafety Advisory Council
- Allow animal research on certain species
- Create an oversite program
- Create registration process

Discussion:

The board noted that Brookline is surrounded by communities with better regulatory zoning in place. It was noted that the MWRA will regulate discharge of industrial waste. The board acknowledged the opportunity and growth of this industry. It is important to be well informed, to listen and learn about this use. The board spoke in support of a level 1 and 2 BSL. Mr. Kleckner addressed staff and resources required to provide something at the Fall 2022 Town meeting.

The board will vote on the report at a later date, after a full review.

WARRANT ARTICLES

Further review and possible reconsideration/vote on the Warrant Articles for the 2021 Fall Town Meeting including but not limited to:

Warrant Article 6 - Sidewalk Obstruction

Warrant Article 12 - Hybrid Meeting Technology

STM 2

Warrant Article 1 – Budget

Warrant Article 6 - Sidewalk Obstruction

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Deputy Town Administrator, Melissa Goff reviewed a minor edit made by the Advisory Committee. The AC added" or across, or tree lawn".

The board spoke briefly on tree roots pushing up the sidewalls. Commissioner Gallentine replied that is covered under the MGL tree shade regulations, and is not included in this article.

On motion it was,

Voted 5-0 Favorable Action to reconsider article 6.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

On motion it was,

Voted 5-0 Favorable action on the AC revised recommendation on article 6.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Warrant Article 12 - Hybrid Meeting Technology

Melissa Goff, reviewed that the board's current positon on article 12 has been tweaked by the AC. The timetable has been relaxed.

Co-petitioner Mike Toffel added that the petitioner's timetable slightly differs. He noted that these efforts are already underway and should be able to remain within the petitioner's timetable, which is now: equip four meeting rooms in 6 months, 8 meeting rooms in about a year, and the rest in a year and a half. It has been indicated that the Select Board's hearing room has been equipped. The AC version had a one-year timeline to get a plan, not to execute the hybrid ready rooms.

Board member VanScoyoc gave a rundown of all the meetings scheduled for today, some at the same time. It is not easy to staff every meeting and find the technology or meeting room available. What if we cannot provide a technical fix or get staff, then that meeting is challengeable. We have to do the best we can, while being realistic of the best we can do.

Ms. Goff noted that as long as there is some understanding with town staff on flexibility either version can work; flexibility is always welcome. The AC is revising their recommendation at this time; it is not before the Board.

Co petitioner Bonnie Bastien added a timeline of a year and a half plenty of time for the learning curve.

Board member Aschkenasy noted this has to be done one way or another, and we will need to figure it out.

3.A.

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Vice Chair Fernandez noted that the board is moving something different from what the petitioners want, and we are now having a debate on various motions. When these differences are relatively small, he feels the board should favor the petitioners.

Mr. Kleckner added Brookline has been a leader of remote meetings in the state and will continue to do so.

On motion it was,

Voted to reconsider article 12.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

On motion it was,

Voted 3-2 favorable Action on the recent AC recommendation on article 12.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc

Nay: Raul Fernandez, Miriam Aschkenasy

STM 2

Warrant Article 1 – Budget

Melissa Goff provided an update on the AC recommendation that provides an opportunity to transfer funds to Town Counsel's budget to cover possible legal expenses under article 30, the Spiegel indemnification.

Carla Benka, Vice Chair of the Advisory Committee provided a brief review of the Stanley Spiegel case as part of the Gerald Alston case. This would put an end to the case where Stanley is named as a defendant, and served on the Advisory Committee at that time. Mr. Spiegel has incurred significant attorney fees related to this.

Attorney Marty Rosenthal spoke on the legal fees and outlined how he feels Mr. Spiegel fees are significantly lower than they could have been, adding as part his legal team he does have a financial interest here.

Board member Fernandez asked why not provide an appropriation transfer should article 30 pass at town meeting; why incorporate this into a budget amendment.

Board member Aschkenasy asked what would happen if the third party reviews the invoices and there was already a vote on the amount.

Board member VanScoyoc spoke in support, and feels that the AC has worked out a way to come to a settlement and pay for it.

3.A.

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Board member Greene added that this was personnel to him because he and other former Select Board members were defendants. Every community servant should be concerned as well; this could happen to any of them.

Chair Hamilton felt that Mr. Spiegel was target because he was on the Advisory Committee at the time. She may not agree with how he handled himself, but is grateful that the AC provided the framework to settle this.

On motion it was,

Voted 5-0 to reconsider STM2, article 1.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Voted 3-2 Favorable Action on the Advisory Committee's amendments to STM2 article 1.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc

Nay: Raul Fernandez, Miriam Aschkenasy

There being no further business, the Chair the meeting at 8:00 pm.

ATTEST

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Each Member of the Board

FROM: Tyler Belisle Toler, Grant Administrator/Budget Analyst

RE: Grant Agreement for Norfolk County ARPA Application Submissions

DATE: 11/12/21

Norfolk County's American Rescue Plan Act (ARPA) online application portal is now open for municipalities to submit applications for funding. The county is requiring executive bodies from every participating municipality to sign off on the ARPA Grant Agreement before applications are reviewed. Approval of the grant agreement by a majority of the board will allow the town to begin applying for projects with the \$11,139,054.32 allocated by the county.

GRANT AGREEMENT (ARPA)

This Grant Agreement (this "<u>Agreement</u>") is entered into by and between Norfolk County, Massachusetts (the "<u>County</u>") and the Municipality listed in the application(s) attached hereto as Exhibit A (the "<u>Grantee</u>"), a political subdivision of The Commonwealth of Massachusetts (the "<u>Commonwealth</u>") located within the territorial boundaries of the County (the "<u>Grantee</u>").

WHEREAS, the County is the recipient of a grant (as more fully described in Exhibit A, the "<u>ARPA Grant</u>") made available under the American Rescue Plan Act ("<u>ARPA</u>") from the United States Treasury;

WHEREAS, the Grantee has submitted (and may in the future submit) to the County one or more applications for grants to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in Exhibit A, an "<u>Application</u>"), and in reliance on the representations, certifications and warranties made by the Grantee herein and in the Applications, the County is (or will be) willing to provide one or more restricted grants in the Grant Amount identified in the applicable Application (each, a "<u>Grant</u>") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by each Application, and to thereby become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the County is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) Organization; Power, Etc. The Grantee is a political subdivision of the Commonwealth located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (b) Authority. The Grantee has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee to the terms and conditions herein.
- (c) No Litigation. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and

delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.

- (d) No Conflicts. The authorization, execution and delivery of this Agreement, and performance by the Grantee of each Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) SAM Registration. Grantee is registered with the System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS) number listed in Exhibit A is the correct such number for the Grantee as of the date hereof.
- (f) Binding Agreement. This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (g) Information Submitted. All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (h) Ratification. By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the this Agreement and the Application(s) attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).

ARTICLE II - THE GRANT

Grant Amount The County agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, one or more Grants, in the Grant Amount(s) specified on the Application(s) attached as Exhibit A hereto. From and after the date hereof, the County may agree to make and the Grantee may agree to accept, on the terms and conditions stated herein, additional Grants pursuant to additional Applications in the Grant Amount stated in each such Application; in such event, such additional Applications will be attached hereto on Exhibit A and shall become a part of this Agreement.

2.2 Project and Schedule

- (a) *Grant Purpose*. Each Grant is being made solely to finance the project described in the applicable Application (each, a "Project").
- (b) Grant Expenditure Schedule. The Grant will not pay any costs other than those incurred during the period from March 3, 2021 to June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024). All Grant proceeds that remain unexpended as of June 30, 2024 (or such later date to which the County shall extend such deadline, in its sole discretion) shall be returned to the County promptly (and in any event within ten (10) business days thereafter).

2.3 Grant Award Package

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).

- (a) Executed Grant Agreement. The County shall receive a duly executed original of this Agreement.
- (b) Expiration of Offer. Each Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date the Grantee was notified that the County had approved the applicable Application. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of any Grant.

ARTICLE III - AFFIRMATIVE COVENANTS

3.1 Use of Disbursements

The Grantee shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Article II hereof. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable law and regulations, whether or not such law or regulations are expressly referenced herein.

3.2 Reporting and Compliance with Laws

The Grantee shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Grantee agrees that each Project shall be constructed or undertaken and each Grant shall be expended in full compliance with all applicable provisions of federal, state and local law and all

regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.

3.3 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Grantee will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.

3.4 Recoupment and Costs

The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant(s) becoming subject to recoupment (including, without limitation, as described in each Application). If one or more Grant is subject to recoupment, the County will notify the Grantee in writing and the Grantee shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Grantee shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.

3.5 Indemnification

To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify any Indemnified Person.

3.6 **SAM**

The Grantee shall maintain an active SAM registration at all times while this Grant Agreement is in effect.

3.7 <u>Recordkeeping</u>.

The Grantee shall maintain accounts and records with respect to each Project and each Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project and each Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine readable formats. Grantee agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Grantee shall permit the County or any party designated by it upon reasonable prior notice to the Grantee to examine, visit and inspect each Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Grantee pertaining to each Project and/or each Grant.

3.8 Single-Audit

The Grantee acknowledges that by accepting the Grant(s) it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Grantee further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

ARTICLE IV - TERMINATION AND REMEDIES

4.1 Termination

- (a) Termination by the County. The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grant hereunder:
 - (i) if the Grantee has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
 - (ii) if any representation or warranty made by the Grantee in any Application, this Agreement, or any certification or other supporting documentation thereunder or

hereunder shall prove to have been incorrect in any material respect at the time made.

- (b) Notice of Termination. The County shall provide the Grantee with written notice of termination of the this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County.
- (c) Effect of Termination. Upon termination of this Agreement or any Grant, the Grantee shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination.

4.2 Term

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the County replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- (c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.

ARTICLE V - MISCELLANEOUS

5.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the County, to Norfolk County, 614 High Street, Dedham, Massachusetts 02027-0310, Attention: Mr. John Cronin, County Director, and (ii) in the case of the Grantee, to the address specified in the most recent Application; or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

5.2 No Waiver

No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

5.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any federal or state legal proceedings arising under this Agreement in which the

County is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties.

5.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the County and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.

5.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the County unless otherwise specified in this Agreement. At the date of execution hereof, one or more Applications are attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Grantee may apply for, and the Grantee may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall be attached to and become a part of this Agreement. The parties understand and agree that this Agreement and all Applications attached hereto from time to time, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

5.6 **Headings**

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

5.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

5.8 Schedules, Exhibits and Attachments; Counterparts; Electronic Signature

Each schedule, exhibit or other attachment hereto (including without limitation each Application attached (or to be attached as referenced in Section 5.5 hereof) as Exhibit A and referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.9 Further Assurances

Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

5.10 Third-Party Beneficiaries

This Agreement is exclusively between the County and the Grantee, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Grantee and the Indemnified Persons.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the latest date set forth below.

NORFOLK COUNTY, MASSACHUSETTS

	By: Name: John Cronin Title: County Director	
	Date:	
<u>GRA</u>	NTEE (as applicable)	
TOWN OF, as Grantee	CITY OF, as Grantee	
By a majority of its Board of Selectmen:	By its	
	Mayor/City Manager	
	and a majority of its City Council:	
Date:		
	Date:	

Signature page to Grant Agreement (ARPA)

SCHEDULE A

Reporting Requirements

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the County:

- (a) The inclusion of the Grantee, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

On Demand Reporting

The Grantee shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

Scheduled Reporting

- (a) Quarterly Reporting. The Grantee shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the fifteenth (15) day following the end of the each fiscal quarter (i.e. January 15, April 15, July 15 and October 15) and shall contain:
 - a. The status of each Project (not started, in process, completed)
 - b. The amount of each Grant spent on the applicable Project during the quarter;
 - c. The cumulative total amount of each Grant funds spent on the applicable Project since inception;
 - d. The amount, if any, of each Grant that has been obligated for spending on the applicable Project that have not yet been expended;
 - e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti-discrimination laws (or a has delivered to the County in writing a full accounting of all instances on noncompliance); and
 - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s)
- (b) <u>Close Out Reporting</u>. The Grantee shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

3.B.

EXHIBIT A

[copies of each final, approved Application (Terms and Conditions) to be attached]



TOWN of BROOKLINE

Massachusetts

Recreation Department

Park and Recreation Commission

John Bain, Chairperson Nancy O'Connor, Vice Chairperson Clara Batchelor Antonia Bellalta John Pan Theresa Mooney Wendy Sheridan **Director of Recreation** Leigh Jackson

Memorandum

To: Select Board

From: Leigh Jackson, Recreation Director

Re: Community Partnership Committee, 2022 US Open

Date: November 3, 2021

The 2022 US Open will be conducted in the Town of Brookline from June 13-19 2022 at The Country Club. As you know, the Community Partnership Committee (CPC) is charged with the task to manage the community benefits that are derived from the US Open. The agreement with the USGA, specifically allows the sale of Official Championship Merchandise before and after the event. The USGA has agreed to ensure that the Town will receive at a minimum of \$100,000 in net profit from these endeavors. Currently, merchandise is for sale and is being supplied through the Robert T. Lynch Municipal Golf Course and has been funded through the Golf Course Enterprise Fund.

The Comptroller has recommended that a separate fund be setup to manage these revenues and expenses associated with these merchandising efforts as well as the efforts of the CPC in accordance with the gift statute (Chapter 44, Section 53A). This will allow the Town to segregate these activities and provide clear information to the USGA and CPC. The CPC will additionally be expensing other initiatives through this same account. We are requesting that seed money be transferred from the Town's BAA account until the proceeds have generated sufficient funds to support the Committee's work. The temporary transfer of \$50,000 will allow the Committee to begin its work. This funding will then be transferred back to the BAA account once the sales have generated funding to support the work (before the close of the fiscal year). In the event the Town does not generate the expected revenue, the USGA will transmit a payment that ensures the minimum net profit of \$100,000. This profit will be realized before the end of the current fiscal year. Additionally, to ensure a complete transparent process, we request the transfer of all revenues and expenses incurred fiscal year to date

be retroactively transferred from the golf course enterprise account to this special fund.

The recommended votes are as follows:

VOTED: To accept a gift in the amount of \$100,000 from the USGA in connection with the Official Championship Merchandise program.

VOTED: To authorize the transfer of \$50,000 from the Boston Athletic Association (BAA) Expendable Trust Fund (TR02) to the USGA gift account, under the direction of the Recreation Director, for the purpose of providing start-up funding to support the Community Partnership Committee (CPC).

Sincerely, Leigh Jackson



TOWN of BROOKLINE

Massachusetts

BUILDING DEPARTMENT

Daniel Bennett Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: High School Expansion Project – Construction Management @ Risk (CM@R)

Skanska Change Order - Guaranteed Maximum Price (GMP) CO No.17/PCCO No.24

DATE: November 8, 2021

On the Calendar this week, the Building Department has submitted a request for Change Order approval for the construction management firm Skanska to perform the following services:

PCCO No. 24 - \$0; 89 Misc. Changes

The HS expansion project was awarded to the contractor Skanska that was based on their qualifications. This package represents a change to the project. Refer to the Hill memo dated November 4, 2021 for further explanation of this CO.

The Building Department is available to answer any questions you may have. Thank you for your consideration.



Hill International, Inc. 75 Second Avenue, Suite 300 Needham, MA 02494

November 4, 2021

Mr. Ray Masak, P.E. Project Manager Town of Brookline Building Department 333 Washington Street Brookline, MA 02445

RE: Recommendation to approve Skanska Change Order 017/PCCO 024

Dear Mr. Masak:

Under separate cover, Skanska USA Building Inc. is submitting original copies of Change Order 016/PCCO 023 for the Expansion of Brookline High School Project for acceptance by the Town of Brookline (ToB). It includes (89) separate Authorization Requests (AR's). Hill and WRA have previously reviewed, negotiated as applicable, and agree that all items listed in this Change Order are fair, reasonable for the described scope of work, and are compensable adjustments to the GMP. All of the changes this month are being funded from source(s) within the GMP. The total is net \$0.00 increase to the GMP.

Hill recommends to ToB approval of Change Order 017/PCCO #24 to the GMP.

Very truly yours,

Quititily

Andy Felix, MCPPO

Project Director

AIA Document G701™ - 2017

Change Order

PROJECT: (Name and address)
Expansion of Brookline High School,

(Project A and Project B)

Brookline, MA 02445

OWNER: (Name and address)
Town of Brookline, Massachusetts, by
and through the Board of Selectmen of
Brookline

333 Washington Street, Brookline, MA 02445

CONTRACT INFORMATION:

Contract For: Construction

Date: July 24, 2018

ARCHITECT: (Name and address)
William Rawn Associates Architects
Inc.

10 Post Office Square, Suite 1010, Boston, Massachusetts 02109 CHANGE ORDER INFORMATION:

Change Order Number: 017

Date: November 2nd, 2021

CONTRACTOR: (Name and address) Skanska USA Building Inc.

101 Seaport Boulevard, Suite 200, Boston, MA 02210

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreedupon adjustments attributable to executed Construction Change Directives.)

PCCO No. 024: \$0

Neither the adjustments to the Contract Price nor the Contract Time upon which this PCCO is based contemplates any project delays, suspensions, disruptions, cost escalations or other impacts caused, directly or indirectly, by the Pandemic (as defined in the GMP), as such cost adjustment to the Contract Sum and GMP shall be reconciled in accordance with the Owner Pandemic Allowance. Skanska further reserves all rights to request adjustment of the Contract Time as a result of the Pandemic Standards and in connection with this PCCO. Skanska will make every reasonable effort to provide the required documentation and notice in accordance with this Contract, however, Skanska may not be able to meet the contractual deadlines due to circumstances outside of Skanska's control.

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

\$ 148,943,789 \$ 149,420,717 \$ 0 \$ 149,420,717

The Contract Time will be unchanged by Zero The new date of Substantial Completion will be (0) days January 7, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

3.D.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

	Skanska USA Building Inc.	Town of Brookline
William Rawn Associates Architects Inc.		
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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User Notes:

Building Commission	Selectboard
9	
anet Fierman, Chairman	Bernard W. Greene, Chair
George Cole, Member	Benjamin J. Franco, Member
Kenneth Kaplan, Member	Nancy S. Heller, Member
Karen Breslawski, Member	Heather Hamilton, Member
Rafell blesiawski, Member	Heather Hamilton, Weinber
Nathan E. Peck, Member	Raul Fernandez, Member
chool Committee	
Helen Charlupski, Member	Julie Schreiner-Oldham, Chair
Suzanne Federspiel, Member	Susan Wolf Ditkoff, Member
ennifer Monopoli, Member	Michael Glover, Member
Barbara Scotto, Member	David Pearlman, Member
& " V	Sharon Abramowitz, Member
Confirmation of Availability of Funds:	
	8 2

SKANSKA

Date: 11/2/2021

Prime Contract Change Order Number 024

Brookline High School

Project # 1318014

Skanska USA Building Inc.

To Contractor:

Skanska USA Building Inc.

The Contract is hereby revised by the following items:

GMP CO 017: Approved Authorization Requests

AR	CE	Description		Amount
200.324	200.1169	CYPRESS - Field Bulletin 098 - RFI-225 - Levels 3 and 4 Beam Penetrations	\$	0.00
200.323	200.1278	CYPRESS - Field Bulletin 140 - CMU Support at L3 (RFI 341)	\$	0.00
200.322	200.1301	CYPRESS - West Window Lintel Adjustments - FB-092	\$	0.00
200.289	200.1319	CYPRESS - Field Bulletin 149 - Paint Color Master Plan Misc Items	\$	0.00
300.314	300.1290	STEM - Exposure Hold Expenditure - Floor and Wall Protection	\$	0.00
300.298	300.1324	STEM - RFI 583: Sprinkler Head Coverage	\$	0.00
300.257	300.1325	STEM - RFI 587: Grease Exhaust Fan (GEF 1.1) VFD	\$	0.00
200,291	200.1388	CYPRESS - Garden Level B-Line Access Panel	\$	0.00
200.285	200.1391	CYPRESS - Field Bulletin 175 - RFI-491-R1 - Library Plenum Return Diffusers	\$	0.00
200.313	200.1392	CYPRESS - Field Bulletin 177 - Stair 3 Garden Level Code Required Clearance	\$	0.00
200.308	200.1416	CYPRESS - Field Bulletin 183 - Garden Level Elevator Lobby	\$	0.00
200.309	200.1417	CYPRESS - Terrazzo Infill and Floor Prep	\$	0.00
200.316	200.1418	CYPRESS - Field Bulletin 171 - RFI 476 Collaboration Space Bench and Grille Revisions	\$	0.00
200.307	200.1422	CYPRESS - Schedule Compression - 7/1/2021 thru 7/31/2021	\$	0.00
200.287	200.1434	CYPRESS - HVAC Temporary Start Up	\$	0.00
300.314	300.1357	STEM - FB 0155: Finish at Refrigerator Recess	\$	0.00
200.314	200.1444	CYPRESS - Titan Crane Rental Off-Hours	\$	0.00
200.315	200.1449	CYPRESS - Schedule Compression 8/2/2021 thru 8/31/2021	\$	0.00
300.265	300.1360	STEM - RFI 643: Level 3 Tamper and Flow Switch	\$	0,00
200.292	200.1453	CYPRESS - Lobby Ceiling Electrical Rework	\$	0.00
200.293	200.1454	CYPRESS - Library Barn Door Conduit Relocation	\$	0.00
200.274	200.1455	CYPRESS - RFI 641 Painting of Kitchen Exhaust Ductwork on Roof	\$	0.00
200.302	200.1463	CYPRESS - RFI 627 Discontinued White Box Amplifier & Mixing Console	\$	0.00
300.267	300.1368	STEM - RFI 654: Existing Domestic Water Service Pressure	\$	0.00
300.286	300.1374	STEM - FB 080: Waterproofing Changes	\$	0.00
300.275	300.1384	STEM - Reconnect Irrigation in Existing Beds	\$	0.00
200.320	200.1564	CYPRESS - Pre-board at Radiant Heat in Bathrooms	\$	0.00
200.318	200.1566	CYPRESS - Tropical Storm Henri Prep	\$	0.00
300.277	300.1387	STEM - RFI 657: Misc. Plumbing/Water Dept. Requests	\$	0.00
200.288	200.1569	CYPRESS - Field Bulletin 193 - RFI-648 Garden Level Projector Screen Power	\$	0.00
200.295	200.1570	CYPRESS - Field Bulletin 188 - RFI-588 - VRF Zoning Power Issue	\$	0.00
200.283	200.1582	CYPRESS - Epoxy Flooring Prep and Detailing	\$	0.00
200.282	200.1583	CYPRESS - Light Fixture Delivery 8/26	\$	0.00
300.293	300.1395	STEM - FB 0157: Signage Corrections	\$	0.00
200.310	200.1599	CYPRESS - RFI 667 - Ceiling in C-005A and C-005B	\$	0.00
300.299	300.1404	STEM - RFI 644: Cafe Serving Counter Questions	\$	0.00
300.314	300.1405	STEM - General Site Cleaning Assistance	\$	0.00
300.311	300.1411	STEM - Pavement Transition at Courtyard	\$	0.00
300.314	300.1412	STEM - Replace Grass Seed with Sod	\$	0.00
300.314	300.1413	STEM - EH Expenditure: Sealed Concrete Prep	\$	0.00
300.314	300.1414	STEM - EH Expenditure: Remove & Dispose Concrete Curb	\$	0.00
300,314	300.1415	STEM - Deglaze Clerestory for Millwork	\$	0.00
300.297	300.1416	STEM - Repair Existing Insulation	s	0.00
300.287	300.1417	STEM - IT Power Supply	\$.	0.00
200.286	200.1610	CYPRESS - RFI 317 - F27B Color Change Adder	\$	0.00
300.314	300.1418	STEM - EH Expenditure: Drain Cleaning	\$	0.00
			•	

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3.D.

300.291	300.1419	STEM - Stair 1 Stringer Joint	\$	0.00
300.314	300.1420	STEM - Irrigation Sleeve Installation	\$	0.00
300.314	300.1421	STEM - OA Expenditure: Removals and Reinstatement at Demising Walls	\$	0.00
300.302	300.1422	STEM - June Elevator Operator Time	\$	0.00
300.314	300.1423	STEM - Replace ETR Light Fixtures	\$	0.00
300.310	300.1424	STEM - Existing Wire & Cable Cleanup	\$	0.00
300.314	300.1425	STEM - EH Expenditure: Removal of Temporary Lighting and Power Part 3	\$	0.00
300.314	300.1426	STEM - EH Expenditure: Temporary Power and Fire Alarm Part 2	- \$	0.00
300.303	300.1427	STEM - Flex Sprinkler Heads at L1 Soffit	\$	0.00
300.314	300.1428	STEM - EH Expenditure: Temporary Fire Protection	\$	0.00
300.314	300.1429	STEM - EH Expenditure: Wall Prep for PWT-1	\$	0.00
300.314	300.1430	STEM - EH Expenditure: Floor Prep	\$	0.00
300.314	300.1431	STEM - Off-Hours Terrazzo Installation	\$	0.00
300.309	300.1432	STEM - Misc Paint Touchups	\$	0.00
300.314	300.1433	STEM - EH Expenditure: Winter Heat Enclosures Part 2	\$	0.00
300.314	300.1434	STEM - EH Expenditure: Interior/Exterior Phasing Part 3	\$	0.00
300.301	300.1435	STEM - Off-Hours Lab Casework Deliveries	\$	0.00
300.300	300.1436	STEM - Epoxy Top Grill Support Blocking	\$	0.00
200.303	200.1616	CYPRESS - Vent Relocation in Mock-up Room	\$	0.00
200.296	200.1617	CYPRESS - RFI 334R5 Coring at Column GG/13	\$	0.00
300.314	300.1437	STEM - Concrete Pump Cancellation	\$	0.00
300.313	300.1438	STEM - Kitchen Floor Sink Ramp	\$	0.00
300.314	300.1439	STEM - Toilet Compartment Shipping	\$	0.00
300.296	300.1440	STEM - Marker Board Modifications	\$	0.00
300.314	300.1441	STEM - Misc Summer Premium Time	\$	0.00
300.285	300.1442	STEM - Griffin Premium Time	\$	0.00
300.290	300.1443	STEM - Cogswell Premium Time	\$	0.00
300.289	300.1444	STEM - JK Glass Premium Time	\$	0.00
300.288	300.1445	STEM - Empire Masonry Premium Time	\$	0.00
300.314	300.1446	STEM - OA Expenditure: Selective Overtime (FB 080)	\$	0.00
300.308	300.1447	STEM - Misc Roof Patching	\$	0.00
300.314	300.1448	STEM - EH Expenditure: Extra Pipe & Fittings	\$	0.00
300.312	300.1449	STEM - NE Expansion Joint Cover	\$	0.00
200.306	200.1622	CYPRESS - Re-frame Cafeteria Bench due to Piping Insulation Clash	\$	0.00
300.314	300.1450	STEM - Phasing & Air Quality	\$	0.00
300.307	300.1451	STEM - ACT Grid & Tiles at Building Connections	\$	0.00
300.305	300.1452	STEM - Drywall Pockets at GD104	\$	0.00
300.306	300,1453	STEM - Misc Drywall Patching	\$	0.00
300.304	300.1454	STEM - FB 008 Millwork Support	\$	0.00
200.301	200.1624	CYPRESS - RFI 726 Stair 2&3 Steel Boxout-Soffit	\$	0.00
200.297	200.1635	CYPRESS - RFI 706 - Room C-337 Controlled Receptacles	. \$	0.00
200.321	200.1649	CYPRESS - Exposure Hold Expenditure: Exterior Framing and Adjustments	\$	0.00
200.319	200.1660	CYPRESS - PWT / PL-3 Coordination	\$	0.00
			Total \$	0.00



TOWN of BROOKLINE

Massachusetts

BUILDING DEPARTMENT

Daniel Bennett Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: High School Expansion Project – Tappan Gym and 3rd Floor Renovation

CTA Change Order No. 8 (FY 21)

DATE: November 8, 2021

On the Calendar this week, the Building Department has submitted a request for Change Order Approval for the subject project in the amount of (\$61,651.75)- 25 items. The subject project was approved as part of the High School Project and was designed by William Rawn Associates.

The Owner's Project Manager (Hill) has reviewed the change order and is recommending approval. Please refer to their letter November 3, 2021 for further explanation of the change.

The Building Department is available to answer any questions you may have. Thank you for your consideration.

3.D.

TOWN OF BROOKLINE 333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE; 03-Nov-21 Purchase Order Number 21201438 CTA Construction Managers 400 Totten Pond Road Waltham MA 02451 Vendor Number 33542 PAYMENT AMOUNT BUDGET \$7,821,340.00 BALANCE \$8,341,166.92 ORGANIZATION ACTIVITY 254C204 овјест 6C0002 FUND AGENCY (\$61,651.75) FOR: Brookline High School - Tappan Gym 10/29/2021 Misc Changes (\$61,651.75) SELECT BOARD BUILDING COMMISSION APPROVAL OF: APPROVAL OF: Janet Fierman, Chairman Heather Hamilton, Chairman George Cole Raul Fernandez Bernard Greene Kenneth Kaplan John VanScoyoc Karen Breslawski Miriam Aschkenasy Nathan E. Peck SCHOOL COMMITTEE Samuel Rippin, Assistant Superintendent For Administration and Finance



Hill International, Inc.
75 Second Avenue, Suite 300
Needham, MA 02494
Tel: 617-778-0900
Fax: 617-778-0999
www.hillintl.com

November 3, 2021

Mr. Ray Masak, P.E. Project Manager Town of Brookline Building Department 333 Washington Street Brookline, MA 02445

RE: Recommendation to approve CTA Change Order 008

Dear Mr. Masak:

CTA Construction Managers is submitting original copies of Change Order 008 for the Brookline High School Tappan Gym and 3rd Floor Renovation for acceptance by the Town of Brookline (ToB). Hill and WRA have previously reviewed, negotiated where applicable, and agree that all items listed in this Change Order are fair, reasonable for the described scope of work, and are compensable adjustments to the Lump Sum Contract. This change order is a credit total of -\$61,651.75.

CTA has been solving the issues with the design team and ToB to minimize added time and complete the job. For these reasons we recommend acceptance of this change order.

The PCOs are categorized as follows:

- (8) PCOs is a Design Omission change.
- (2) PCOs are the result of Owner Request changes.
- (15) PCOs are results from unforeseen conditions discovered during demolition of walls and floors.

An itemized summary is following:

PCO#	CE#	Description	Current Amount	Reason Code
40R1	31	3rd Floor Scope Reduction	-\$176,122.37	Owner Request
63	87	Address peeling paint issues in stair 1 per the attached response to RFI #094. Additional costs associated with priming of glazed CMU in stair 4.	\$5,702.33	Unforeseen
70R2	97	Floor at Security Desk	\$11,216.81	Unforeseen
72R1	76	Relocate FP Piping for concrete beam installation	\$579.29	Unforeseen
74	94	Cubbies in Basement Corridor C007	\$726.58	Design Omission

76	100	Moisture Mitigation - relative humidity tests show moisture mitigation will be required in Rooms 011, 011A, and C007	\$18,904.72	Unforeseen
77	101	RFI #179, the existing mortar at the CMU wall along the west side of Corridor S1-4A will be scraped and ground smooth. \$1,813.86		Unforeseen
78	102	RFI #209 Due to a conflict overhead, one of the plumbing pipes was required to be run along the west wall of Bathroom 007.	plumbing pipes was required to be run along the west \$1,727.98	
79	103	RFI #215, oil based paint will be used at pipe connectors to limit the amount of rust that bleeds through the paint.	\$2,824.30	Design Omission
82	107	RFI #214, the existing paint on the ceiling of the Tappan Gym basement will be repaired so the dryfall paint can adhere properly.	\$1,845.16	Unforeseen
83	108	Field Bulletin #029, granite pavers will be provided in lieu of crushed stone at the front porch due to the shallow depth of the existing concrete slab.	\$19,509.34	Unforeseen
84	112	FB #015 - K101A Layout Per RFI #106 theF10 lighting fixture will be modified per the updated wall geometry	\$2,491.78	Unforeseen
85	113	RFI #208 - Painting/Patching ETR Chase	\$5,599.75	Unforeseen
87R1	115	RFI #212 - 367 Exposed Fin Tube in classrooms 367 and 380	\$3,475.76	Design Omission
89R1	119	New Granite Cap at Stair Walls	\$6,684.87	Design Omission
90	120	The cold water supply for the Project D Third Floor emergency shower will be routed as shown on the attached sketch from the plumbing subcontractor.	\$8,405.12	Unforeseen
92	95	Classroom 372 Hot Water Inverts - a new chase will be built around the existing piping in Classroom 372, and Door 372 will be rotated 180° prior to installation to avoid conflicting with the new chase.	\$1,133.79	Error and Omission
94	123	Primer for Project D East - layer of primer is required between the floor prep materials which were installed as part of PCO #081 - layer of primer is required between the floor prep materials which were installed as part of PCO #081	\$1,948.30	Unforeseen
96	125	Field Bulletin #032 - Stair Extensions and Closet Hangers	\$8,716.25	Design Omission
. 97	126	Replacement of Existing to Remain Ceiling Grid	\$1,754.46	Unforeseen
100R1	129	Field Bulletin #030, additional sprinkler piping and heads have been installed in closets 026A, 026B, and 026C	\$3,287.66	Design Omission

101	130	Relocate Sprinkler Heads in Shower 012 -Due to a conflict with the existing conditions, the highlighted walls shown on the attached had to be installed further south than it is shown on the contract documents.	\$666.58	Unforeseen
104	133	Additional Framing at Room 372 Counter - Detail 2/A8-11-D appears to show metal stud framing being installed to support the finish panels of the millwork along the south wall of room 372. During an onsite meeting on 10/29/2021, CTA was informed the intent was that the finish millwork subcontractor would provide the framing to support the finish face of the millwork.	\$2,446.11	Design Omission
105	134	RFI #218 - Mezzanine Access Panels - RFI #218, two new access panels will be provided at the north wall of room M03.	\$1,401.87	Unforeseen
106	135	Access Panels Behind Security Desk - Constructing a drywall chase around the existing ductwork behind security desk in K101A	\$1,607.95	Unforeseen

Based on the above, Hill recommends to ToB approval of Change Order 008 to CTA Construction Managers lump sum contract.

Very truly yours,

Andy Vo, PMP, CCM, LEED AP, MCPPO

Sr. Project Manager



PCCO #008

CTA Construction Managers 400 Totten Pond Road Waltham, 02451 Phone: (781) 786-6600

Project: 2020-02 - Brookline High School Tappan Gym and 3rd Floor Renovation 115 Greenough St Brookline, Massachusetts 02445

Prime Contract Change Order #008: OCO #008				
TO:	Town of Brookline 333 Washington Street, 3rd Floor Brookline, Massachusetts 02445	FROM:	CTA Construction Managers, LLC 400 Totten Pond Road, 2nd Floor Waltham, Massachusetts 02451	
DATE CREATED:	10/29/2021	CREATED BY:	Robert Harrington (CTA Construction Managers, LLC)	
CONTRACT STATUS:	Approved	REVISION:	0	
DESIGNATED REVIEWE	R:	REVIEWED BY:	-	
DUE DATE:		REVIEW DATE:	11/02/2021	
INVOICED DATE:		PAID DATE:		
SCHEDULE IMPACT:		EXECUTED:	No	
		SIGNED CHANGE ORDER RECEIVED DATE:		
CONTRACT FOR:	1:Brookline High School Tappan Gym and 3rd Floor Renovation	TOTAL AMOUNT:	(\$61,651.75)	

DESCRIPTION:

Per correspondence with the awarding authority and the architect, the following PCO's have been approved and are included in this change order:

- 1. PCO #040r1 CE #031 FB #011 3rd Floor Scope Reduction
- 2. PCO #063 CE #087 RFI #094 Tappan Gym Paint
- 3. PCO #070r2 CE #097 RFI #177 Floor at Security Desk
- 4. PCO #072r1 CE #076 Relocate FP Piping for Concrete Beam Installation
- 5. PCO #074 CE #094 RFI #187 Cubbies in Basement Corridor C007
- 6. PCO #076 CE #100 Moisture Mitigation
- 7. PCO #077 CE #101 RFI #179 Existing Wall Corridor S1-4A
- 8. PCO #078 CE #102 RFI #209 Bathroom 007 Wall Finish
- 9. PCO #079 CE #103 RFI #215 Paint at Rusted Pipes
- 10. PCO #082 CE #107 RFI #214 Dryfall Paint Tappan Gym Basement
- 11. PCO #083 CE #108 FB #029 Porch Pavers
- 12. PCO #084 CE #112 FB #015 K101A Layout per RFI #106
- 13. PCO #085 CE #113 RFI #208 Painting-Patching ETR Chase
- 14. PCO #087r1 CE #115 RFI #212 367 Exposed Fin Tube
- 15. PCO #089r1 CE #119 New Granite Cap at Stair Walls
- PCO #090 CE #120 RFI #158 Emergency Shower Cold Water Supply
 PCO #092 CE #095 RFI #186 Classroom 372 Hot Water Inverts
- 18. PCO #094 CE #123 Primer for Project D East
- PCO #096 CE #125 Field Bulletin #032 Stair Extensions and Closet Hangers
 PCO #097 CE #126 Replacement of Existing to Remain Ceiling Grid
- 21. PCO #100r1 CE #129 Field Bulletin #030 Sprinklers in 026 Closets 22. PCO #101 - CE #130 - Relocated Sprinkler Heads in Shower 012
- 23. PCO #104 CE #133 Additional Framing at Room 372 Counter
- 24. PCO #105 CE #134 RFI #218 Mezzanine Access Panels
- 25. PCO #106 CE #135 Access Panels Behind Security Desk

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO#	Title	Schedule Impact	Amount
040r1	CE #031 - FB #011 - 3rd Floor Scope Reduction CCD		(\$176,122.37)
063	CE #087 - RFI #094 - Tappan Gym Paint		\$5,702.33
070r2	CE #097 - RFI #177 - Floor at Security Desk		\$11,216.81
072r1	CE #076 - Relocate FP Piping for Concrete Beam Installation		\$579.29



PCCO #008

\$726.58	V	CE #094 - #187: Cubbies in Basement Corridor C007	074
\$18,904.72		CE #100 - Moisture Mitigation	076
\$1,813.86		CE #101 - RFI #179 - Existing Wall Corridor S1-4A	077
\$1,727.98		CE #102 - RFI #209 - Bathroom 007 Wall Finish	078
\$2,824.30		CE #103 - RFI #215 - Paint at Rusted Pipes	079
\$1,845.16		CE #107 - RFI #214: Dryfall Paint - Tappan Gym Basement	082
\$19,509.34		CE #108 - FB #029 - Porch Pavers	083
\$2,491.78		CE #112 - FB #015 - K101A Layout Per RFI #106	084
\$5,599.75		CE #113 - RFI #208 - Painting/Patching ETR Chase	085
\$3,475.76		CE #115 - RFI #212 - 367 Exposed Fin Tube	087r1
\$6,684.87		CE #119 - New Granite Cap at Stair Walls	089r1
\$8,405.12		CE #120 - RFI #158 - Emergency Shower Cold Water Supply	090
\$1,133.79		CE #095 - #186: Classroom 372 Hot Water Inverts	092
\$1,948.30		CE #123 - Primer for Project D East	094
\$8,716.25		CE #125 - Field Bulletin #032 - Stair Extensions and Closet Hangers	096
\$1,754.46		CE #126 - Replacement of Existing to Remain Ceiling Grid	097
\$3,287.66		CE #129 - Field Bulletin #030 - Sprinklers in 026 Closets	100r1
\$666.58		CE #130 - Relocate Sprinkler Heads in Shower 012	101
\$2,446.11		CE #133 - Additional Framing at Room 372 Counter	104
\$1,401.87		CE #134 - RFI #218 - Mezzanine Access Panels	105
\$1,607.95		CE #135 - Access Panels Behind Security Desk	106
(\$61,651.75)	Total:		

CHANGE ORDER LINE ITEMS:

PCO # 040r1: CE #031 - FB #011 - 3rd Floor Scope Reduction CCD

#	Budget Code	Description	Amount
1	09-900.FSB Paints and Coatings.Filed Sub Bidder		\$(37,436.92)
2	16-100.FSB Electrical.Filed Sub Bidder		\$(7,657.22)
3	15-100.FSB Plumbing.Filed Sub Bidder		\$(8,697.06)
4	09-500.FSB Ceilings.Filed Sub Bidder		\$(22,590.00)
5	09-300.FSB Tile.Filed Sub Bidder		\$(650.76)
6	01-903.CTA Sub Hazardous Materials Abatement.CTA Sub		\$(47,230.00)
7	06-400.CTA Sub Architectural Woodwork.CTA Sub		\$(19,745.00)
8	09-600.FSB Flooring.Filed Sub Bidder		\$(30,027.00)
		Subtotal:	\$(174,033.96)
		B&I (1.20% Applies to all line item types.):	\$(2,088.41)
		Grand Total:	\$(176,122.37)

PCO # 063: CE #087 - RFI #094 - Tappan Gym Paint

Amount	Description	Budget Code	#
\$2,604.69	Stair 1	09-900.FSB Paints and Coatings.Filed Sub Bidder	1
\$2,761.70	Stair 4	09-900.FSB Paints and Coatings.Filed Sub Bidder	2
\$5,366.39	Subtotal:		
\$0.00	Direct Work OHP (15.00% Applies to CTA Direct.):		
\$268.32	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):		
\$67.62	B&I (1.20% Applies to all line item types.):		
\$5,702.33	Grand Total:		

Construction Managers

PCCO #008

PCO # 070r2: CE #097 - RFI #177 - Floor at Security Desk

Amount	Description	Budget Code	#
\$10,556.00	Epoxy Fill (Including Premium Time)	09-400.FSB Terrazzo.Filed Sub Bidder	1
\$10,556.00	Subtotal:		
\$0.00	Direct Work OHP (15.00% Applies to CTA Direct.):		
\$527.80	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):		
\$133.01	B&I (1.20% Applies to all line item types.):		
\$11,216.81	Grand Total:		

PCO # 072r1: CE #076 - Relocate FP Piping for Concrete Beam Installation

Amount	Description	Budget Code	#
\$545.16		15-300.FSB Fire Protection Piping.Filed Sub Bidder	1
\$545.16	Subtotal:		
\$0.00	Direct Work OHP (15.00% Applies to CTA Direct.):		
\$27.26	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):		
\$6.87	B&I (1.20% Applies to all line item types.):		
\$579.29	Grand Total:		

PCO # 074: CE #094 - #187: Cubbies in Basement Corridor C007

#	Budget Code	Description	Amount
1	01-903.CTA Sub Hazardous Materials Abatement.CTA Sub		\$464.72
2	02-000.CTA Direct General.CTA Direct		\$200.00
		Subtotal:	\$664.72
		Direct Work OHP (15.00% Applies to CTA Direct.):	\$30.00
		Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	\$23.24
		B&I (1.20% Applies to all line item types.):	\$8.62
	8	Grand Total:	\$726.58

PCO # 076: CE #100 - Moisture Mitigation

Amount	Description	Budget Code
\$17,791.00		09-600.CTA Sub Flooring.CTA Sub
\$17,791.00	Subtotal:	
\$0.00	Direct Work OHP (15.00% Applies to CTA Direct.):	
\$889.55	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	
\$224.17	B&I (1.20% Applies to all line item types.):	
\$18,904.72	Grand Total:	

PCO # 077: CE #101 - RFI #179 - Existing Wall Corridor S1-4A

#	Budget Code	Description	Amount
1	04-200.FSB Masonry Units.Filed Sub Bidder		\$1,707.00
		Subtotal:	\$1,707.00
		Direct Work OHP (15.00% Applies to CTA Direct.):	\$0.00
		Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	\$85.35
		B&I (1.20% Applies to all line item types.):	\$21.51
		Grand Total:	\$1,813.86

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Construction Managers

PCCO #008

#	Budget Code	Description	Amount
1	09-300.FSB Tile.Filed Sub Bidder		\$1,707.49
		Subtotal:	\$1,707.49
		B&I (1.20% Applies to all line item types.):	\$20.49
		Grand Total:	\$1,727.98

PCO # 079: CE #103 - RFI #215 - Paint at Rusted Pipes

Amount	Description	Budget Code
\$2,657.91		09-900.FSB Paints and Coatings.Filed Sub Bidder
\$2,657.91	Subtotal:	
\$0.00	Direct Work OHP (15.00% Applies to CTA Direct.):	4
\$132.90	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	
\$33.49	B&I (1.20% Applies to all line item types.):	
\$2,824.30	Grand Total:	

PCO # 082: CE #107 - RFI #214: Dryfall Paint - Tappan Gym Basement

Amount	Description	Budget Code	
\$1,736.46		09-900.FSB Paints and Coatings.Filed Sub Bidder	
\$1,736.46	Subtotal:		
\$0.00	Direct Work OHP (15.00% Applies to CTA Direct.):		
\$86.82	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	
\$21.88	B&I (1.20% Applies to all line item types.):		
\$1,845.16	Grand Total:		

PCO # 083: CE #108 - FB #029 - Porch Pavers

Amount	Description	Budget Code
\$18,360.00		02-900.CTA Sub Landscaping.CTA Sub
\$18,360.00	Subtotal:	
\$0.00	Direct Work OHP (15.00% Applies to CTA Direct.):	
\$918.00	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	
\$231.34	B&I (1.20% Applies to all line item types.):	
\$19,509.34	Grand Total:	

PCO # 084: CE #112 - FB #015 - K101A Layout Per RFI #106

Amount	Description	Budget Code	#
\$2,344.98		16-100.FSB Electrical.Filed Sub Bidder	1
\$2,344.98	Subtotal:		
\$0.00	Direct Work OHP (15.00% Applies to CTA Direct.):		
\$117.25	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):		
\$29.55	B&I (1.20% Applies to all line item types.):		
\$2,491.78	Grand Total:		

PCO # 085: CE #113 - RFI #208 - Painting/Patching ETR Chase

#	Budget Code	Description	Amount
1	09-900.FSB Paints and Coatings.Filed Sub Bidder		\$2,641.29
2	02-000.CTA Direct General.CTA Direct		\$2,400.00
		Subtotal:	\$5,041.29
		Direct Work OHP (15.00% Applies to CTA Direct.):	\$360.00
		Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	\$132.06
		B&I (1.20% Applies to all line item types.):	\$66.40
		Grand Total:	\$5,599.75

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PCCO #008

PCO # 087r1: 0	CE #115 - RFI :	#212 - 367 Exp	osed Fin Tube
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#	Budget Code	Description	Amount
1	15-700.FSB Heating, Venting and Air Conditioning.Filed Sub Bidder		\$3,271.00
		Subtotal:	\$3,271.00
		Direct Work OHP (15.00% Applies to CTA Direct.):	\$0.00
		Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	\$163.55
		B&I (1.20% Applies to all line item types.):	\$41.21
		Grand Total:	\$3,475.76

PCO # 089r1: CE #119 - New Granite Cap at Stair Walls

Amount	Description	Budget Code	#
\$6,072.00	3	04-200.FSB Masonry Units.Filed Sub Bidder	1
\$200.00	Disposal	02-000.CTA Direct General.CTA Direct	2
\$6,272.00	Subtotal:	*	
\$30.00	Direct Work OHP (15.00% Applies to CTA Direct.):		
\$303.60	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):		
\$79.27	B&I (1.20% Applies to all line item types.):		
\$6,684.87	Grand Total:		

PCO # 090: CE #120 - RFI #158 - Emergency Shower Cold Water Supply

Amount	Description	Budget Code	#
\$7,362.33		15-100.FSB Plumbing.Filed Sub Bidder	1
\$500.00	CTA Oversight	02-000.CTA Direct General.CTA Direct	2
\$7,862.33	Subtotal:		
\$75.00	Direct Work OHP (15.00% Applies to CTA Direct.):		
\$368.12	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):		
\$99.67	B&I (1.20% Applies to all line item types.):		
\$8,405.12	Grand Total:		

PCO # 092: CE #095 - #186: Classroom 372 Hot Water Inverts

#	Budget Code	Description	Amount
1	09-250.CTA Sub Gypsum Wallboard.CTA Sub		\$1,067.00
		Subtotal:	\$1,067.00
		Direct Work OHP (15.00% Applies to CTA Direct.):	\$0.00
		Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	\$53.35
		B&I (1.20% Applies to all line item types.):	\$13.44
		Grand Total:	\$1,133.79

PCO # 094: CE #123 - Primer for Project D East

Amount	Description	Budget Code
\$1,235.39	Primer Materials	09-600.FSB Flooring.Filed Sub Bidder
\$598.13	Labor	09-600.FSB Flooring.Filed Sub Bidder
\$1,833.52	Subtotal:	
\$0.00	Direct Work OHP (15.00% Applies to CTA Direct.):	
\$91.68	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	
\$23.10	B&I (1.20% Applies to all line item types.):	
\$1,948.30	Grand Total:	

PCO # 096: CE #125 - Field Bulletin #032 - Stair Extensions and Closet Hangers

	" COOL CE " LEC LOIG BUILDENT " COE CHAIN EXCOND.	one and orecottrangers	
#	Budget Code	Description	Amount
1	05-500.FSB Metal Fabrications.Filed Sub Bidder	Fabricate and Install Railing	\$1,205.78

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PCCO #008

#	Budget Code	Description	Amount
2	03-050.CTA Sub Concrete Subcontractor.CTA Sub	Concrete and Rebar Labor	\$3,710.56
3	06-400.CTA Sub Architectural Woodwork.CTA Sub	Shelving Materials and Labor	\$1,540.00
4	03-210.CTA Direct Cast-In-Place Concrete.CTA Direct	Concrete and Rebar Materials	\$1,000.00
5	09-900.FSB Paints and Coatings.Filed Sub Bidder	Paint Railing	\$651.18
		Subtotal:	\$8,107.52
		Direct Work OHP (15.00% Applies to CTA Direct.):	\$150.00
		Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	\$355.38
		B&I (1.20% Applies to all line item types.):	\$103.35
		Grand Total:	\$8,716.25

PCO # 097: CE #126 - Replacement of Existing to Remain Ceiling Grid

Amount	Description	Budget Code
\$1,651.10		09-500.FSB Ceilings.Filed Sub Bidder
\$1,651.10	Subtotal:	2
\$0.00	Direct Work OHP (15.00% Applies to CTA Direct.):	
\$82.56	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	
\$20.80	B&I (1.20% Applies to all line item types.):	
\$1,754.46	Grand Total:	

PCO # 100r1: CE #129 - Field Bulletin #030 - Sprinklers in 026 Closets

Amount	Description	Budget Code
\$3,093.98		15-300.FSB Fire Protection Piping.Filed Sub Bidder
\$3,093.98	Subtotal:	
\$0.00	Direct Work OHP (15.00% Applies to CTA Direct.):	
\$154.70	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	
\$38.98	B&I (1.20% Applies to all line item types.):	
\$3,287.66	Grand Total:	

PCO # 101: CE #130 - Relocate Sprinkler Heads in Shower 012

Amount	Description	Budget Code
\$627.31		15-300.FSB Fire Protection Piping.Filed Sub Bidder
\$627.31	Subtotal:	
\$0.00	Direct Work OHP (15.00% Applies to CTA Direct.):	
\$31.37	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	
\$7.90	B&I (1.20% Applies to all line item types.):	
\$666.58	Grand Total:	

PCO # 104: CE #133 - Additional Framing at Room 372 Counter

Amount	Description	Budget Code
\$2,302.00		06-400.CTA Sub Architectural Woodwork.CTA Sub
\$2,302.00	Subtotal:	
\$0.00	Direct Work OHP (15.00% Applies to CTA Direct.):	
\$115.10	Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	
\$29.01	B&I (1.20% Applies to all line item types.):	я
\$2,446.11	Grand Total:	

PCO # 105: CE #134 - RFI #218 - Mezzanine Access Panels

#	Budget Code	Description	Amount
1	09-250.CTA Sub Gypsum Wallboard.CTA Sub	Install Access Panels	\$1,155.00

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Construction Managers

PCCO #008

#	Budget Code	Description ·	Amount
2	02-000.CTA Direct General.CTA Direct	Provide Access Panels	\$150.00
		Subtotal:	\$1,305.00
		Direct Work OHP (15.00% Applies to CTA Direct.):	\$22.50
		Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	\$57.75
		B&I (1.20% Applies to all line item types.):	\$16.62
		Grand Total:	\$1,401.87

PCO # 106: CE #135 - Access Panels Behind Security Desk

#	Budget Code	Description	Amount
1	09-250.CTA Sub Gypsum Wallboard.CTA Sub	Install Access Panels	\$1,102.50
2	02-000.CTA Direct General.CTA Direct	Provide Access Panels	\$375.00
		Subtotal:	\$1,477.50
		Direct Work OHP (15.00% Applies to CTA Direct:):	\$56.25
		Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub .):	\$55.13
		B&I (1.20% Applies to all line item types.):	\$19.07
	+:	Grand Total:	\$1,607.95

The original (Contract Sum)	\$7,821,340.00
Net change by previously authorized Change Orders	\$581,478.67
The contract sum prior to this Change Order was	\$8,402,818.67
The contract sum will be decreased by this Change Order in the amount of	(\$61,651.75)
The new contract sum including this Change Order will be	\$8,341,166.92
The contract time will not be changed by this Change Order.	

WRA Team (William Rawn Associates)

10 Post Office Sq. Suite 1010 Boston, Massachusetts 02109

11/4

11/4/21

Town of Brookline

333 Washington Street, 3rd Floor Brookline, Massachusetts 02445 CTA Construction Managers, LLC 400 Totten Pond Road, 2nd Floor Waltham, Massachusetts 02451

PERM

11/3/21

SIGNATURE DATE

SIGNATURE

DATE

SIGNATURE

DATE



TOWN of BROOKLINE

Massachusetts

BUILDING DEPARTMENT

Daniel Bennett Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: High School Expansion Project – Deferred Maintenance

NB Kenney Change Order No. 4 (FY 21)

DATE: November 8, 2021

On the Calendar this week, the Building Department has submitted a request for Change Order (CO) for \$18, 413. This CO involves 2 items as outlined in the attached Hill memo dated November 3, 2021.

The subject project was approved as part of the High School Project and was designed by Willian Rawn Associates. The contract is underway and is expected to be completed by the end of November 2021.

The Building Department is available to answer any questions you may have. Thank you for your consideration.

3.D.

TOWN OF BROOKLINE 333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

3,075,000.00 3,318,868.61	N B Kenney Company, Inc 68 Barnum Road Devens MA 01434				Purchase Order Number 21201437
3,075,000.00 3,318,868.61					Vendor Number 59874
3,075,000.00 3,318,868.61	100000000				PAYMENT AMOUNT
	FUND	organization 2594C204	ACTIVITY	овјест 6С0002	\$18,413.00
Tappan Gym - Deferred Mainten	ance				
Change Order # Date	_				AMOUNT
4 11/3/2021	Wiring Changes				\$18,413.00
	1. 11				
BUILDING COMMISSION			SELECT BOARD		
APPROVAL OF:			APPROVAL OF:		
			T 1 1 1 1	21-1-1-1	
Janet Fierman, Chairman			Heather Hamilton,	Snairman	
George Cole			Raul Fernandez	T. 1. 1 . 1.	
Kenneth Kaplan			Bernard Greene		
Karen Breslawski			John VanScoyoc		
Nathan E. Peck	7		Miriam Aschkenas	1	
	SCHOOL COMMITTEE				
	APPROVAL OF:	Samuel Rippin, Assistant	Superintendent For Administra	tion and Finance	
				Philips Indian	
	NAME OF TAXABLE PARTY.				
					THE PERSON STREET
			. 4.		
	-				



Hill International, Inc. 75 Second Avenue, Suite 300 Needham, MA 02494 Tel: 617-778-0900 Fax: 617-778-0999 www.hillintl.com

November 3, 2021

Mr. Ray Masak, P.E. Project Manager Town of Brookline Building Department 333 Washington Street Brookline, MA 02445

RE: Recommendation to approve NB Kenney Change Order 004

Dear Mr. Masak:

NB Kenney is submitting original copies of Change Order 004 for the Brookline High School Deferred Maintenance Project for acceptance by the Town of Brookline (ToB). Hill and WRA have previously reviewed, negotiated where applicable, and agree that all items listed in this Change Order are fair, reasonable for the described scope of work, and are compensable adjustments to the Lump Sum Contract. This change order is an additional cost funded from Owner' Hard Cost Contingency total \$18,413.00.

The PCO is categorized as follows:

 (2) PCO results from Design Omission regarding the electrical work for the Chillers and ACCU 2-5.

An itemized summary is following:

PCO#	Description	Current Amount	Reason
5	Change wire for replacement of the solenoid valves from 24v to 115v for new Chillers per RFI 18	\$11,339.00	Design Omission
6	Electrical work for ACCU 2-5 (T&M Work) - Change wire for ACCU 2, 3, 4 and 5 from 408 to 208v in response to RFI 19	\$7,074.00	Design Omission

Based on the above, Hill recommends to ToB approval of Change Order 004 to NB Kenney lump sum contract.

Very truly yours,

Andy Vo, PMP, CCM, LEED AP, MCPPO

Sr. Project Manager



ATA Document G701™ – 2017

Change Order

PROJECT: (name and address)

Brookline High School 115 Greenough Street Brookline, MA 02445

OWNER: (name and address)

Town of Brookline - Represented by The Brookline Building Commission

333 Washington Street Brookline, MA 02445

CONTRACT INFORMATION:

Contract For: Deferred Maintenance Expansion Project

ARCHITECT: (name and address)

William Rawn Associates, Architects, Inc.

10 Post Office Square Boston, MA 02109

CHANGE ORDER INFORMATION:

Change Order Number: 4 Date: November 03, 2021

CONTRACTOR: (name and address)

N.B. Kenney Company, Inc. 68 Barnum Road Devens, MA 01434

The Contract is changed as follows:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

NBK PCO # 005 - Change wire for replacement of the solenoid valves from 24v to 115v for new Chillers per RFI 18: \$11,339.00

NBK PCO # 006 - Change wire for ACCU's 2, 3, 4 and 5 from 408v to 208v in response to RFI 19:

\$ 7,074.00

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 3,075,000.00
The net change by previously authorized Change Orders	\$ 243.640.61
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 3,318,640.61
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 18,413.00
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ 3,337,053.61
The Contract Time will be (increased) (decreased) (unchanged) by	(0) days.
The new date of Substantial Completion will be	Remains Unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

WRA Architects, Inc. ARCHITECT (Firm name)

Andrew Jonic - Project Architect PRINTED NAME AND TITLE

11/3/21 DATE

N.B. Kenney Company, Inc. CONTRACTOR (Firm name)

Robert W. Dejadon - Vice President PRINTED NAME AND TITLE

11/03/2021

DATE

Town of Brookline OWNER (Firm name)

SIGNATURE

Raymond D. Masak - Project Manager PRINTED NAME AND TITLE

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Change Order Proposal Cost Summary

Job Number: 020-025 Job Name: Brookline High School - Defferred Maintenance								
Proposed Change Order Request No.: PCO-005 115 Greenough Street, Brookline N								
Description of Change: C	osts associated with the esponse/direction to pro-		new 115 Vo	lt solonids	per RFI # 18 a	nd		
Exclusions:	W				1	MATERIALS		
			LABO	R COSTS		& EXPENSES		
Labor - DESCRIPTION OF COSTS:	1	HOURS	DIRECT	BURDEN	TOTAL			
Engineering		0	\$96.13	\$15.80	\$0.00			
Pipefitter - Journeymen	REGULAR RATE	0	\$96.13	\$15.80	\$0.00			
Pipefitter - Foreman	REGULAR RATE	4	\$104.46	\$17.19	\$486.60			
Pipefitter - Supervisor	REGULAR RATE	0	\$107.88	\$18.02	\$0.00			
Pipefitter - Supervisor	Overtime @ 1.5				0.00			
Pipefitter - Journeymen	Overtime @ 1.5				0.00	_ m, r = m,		
Pipefitter - Foreman					0.00			
Pipefitter - Supervisor					0.00			
Trucking					0.00			
		LABOR	TOTAL:		\$486.60	\$ -		
Consumables					0.0%	0.00		
Material Costs			See attach	ed Detaile	d Spreadsheet	0.00		
Equipment Costs - Crane					ttached Quote	0.00		
1 1			See attach	ed Detaile	d Spreadsheet	0.00		
	MATERIAL	& EQUIPN				0.00		
	Sales Tax		(if applical			572437.		
			AL MATER		HER:	0.00		
				ABOR TO	The state of the s	486.60		
			TOTA	L RAW C	OST:	486.60		
Brothers Electrical - See attached						10,106.46		
Trucking								
÷			Subc	ontractor	Sub-Total	10,106.46		
SUMMARY								
TO THE SECOND SE	N.B. M	Cenney Di	rect Costs			486.60		
ŀ	NBK Overhead & Profi				15%	72.99		
			rect Costs			9,187.69		
Subcontr	actor Overhead & Profi	t on Direc	t Costs @	:	10%	918.77		
	K Overhead & Profit or				5%	505.32		
					TOTAL COSTS	11,171.37		
					TOTAL GOOT	11,171.57		
Bond Costs at 1.5%:					1.5%	167.57		
			Rot	ınd off to	nearest dollar	0.06		
		7	OTAL PRI	CE FOR T	HIS CHANGE:	\$11,339.00		
This PCO labor is based on:	ES Straight Time		NO		Overtime			
Schedule Impact due to Change is:	0 Work Days							

This proposal is based on current market costs and conditions.

If the approval of this change is delayed to a point where changes occur in our costs and/or conditions, we reserve the right to cancel or modify this change order accordingly.

Submitted By: Robert W. Dejadon Signature: Robert W. Dejadon Date: 10/7/2021

Subcontractor COR Proposal Form

Sub-Contractor Name:	Brothers Electrical Corporation
COR Number	2
Date:	9/14/2021
Description of Work:	Running Conduit and wiring of Soleniods for RTUS

Labor		Hrs	Rate	Total
Foreman Premuim	33.6.28	16.0	\$150.85	\$2,413.60
Journeymen Premuim		16.0	\$142.29	\$2,276.64
Foreman		8.00	\$100.57	\$804.56
				•
		della les		
	487.74			
	4,2414			
		A Julya		
TOTAL LABOR		٥		\$5,494.80
Materials	Qty	Unit	\$/Unit	Total
Lump Sum (see attached)	1.0	- 1	\$1.00	\$2,044.45
		5 × 15		2
				\$0.00
				\$0.00
TOTAL MATERIALS				\$2,044.45
Supplemental Costs				
Insurance & Payroll Taxes on Labor (30%)			30%	\$1,648.4
verhead and Profit				
Cost of Work excluding Subcontractor Costs				\$9,187.69
10% Markup for Overhead and Profit			10%	\$918.7
otal				
TOTAL AMOUNT				\$10,106.4

QTY.	MATERIAL 1	PRICE	AMOUNT	i	-					INVOICE NO	
		1		8	(X)	Brothe	rs Electri	cal Corn	oration	JOB PHONE	9-14-0
					KON	15	8 Graf Ro	1 Init #3	31	JOB NAME/LOCATION	1 1 1 5
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				>	Journey		166	Ó	1		
					Foreman		8	-			
					10 (10)						
					WORK ORDERED BY			DATE COMPL	ETED	TAX	x
					SIGNATURE (I hereby ackn	owledge the sal	listactory complet	ion of the above	described work).	Thank You	
				1					(*)*	PAY THIS AMOUNT	

BROTHERS ELECTRICAL B

WIRING OF SOLENIODS: Wiring of Soleniods

8

Brookline Deferred Maintenance

Project: Job ID:

JOB-0796

14 Sep 2021 13:52:42 00'0 34.20 32.61 4.90 79.71 9.89 970.53 893.25 9.98 9.38 0.5700 10,8705 1.6341 2.6570 0.9892 0.0000 Material Unit 0.4992 1.7865 1.8760 0.3235 2G ALUM WP (BELL) BOX W/ 3 x 1/2"HUBS BLACK IRON CLOSE NIPPLE MINERALLAC HANGERS W/BOLT FLEX COND STRAIGHT CONN EMT STEEL-SS COUPLING LIQUIDTITE CONDUIT FLEX COND ANGLE CONN THHN/THWN CU (SOL) 2G WP BLANK PLATE Description M 2" DEEP 29,0-CI M 3/4 Size M 3/4 3/4 3/4 3/4 3/4 10.00 EA 3,000.00 FT 3.00 EA 3.00 EA 60.00 EA 30.00 FT 5.00 EA 5:00 EA 20.00 EA 500.00 FT Vendor: GB_BOSTON Phase: FIXTURES 50074 140594 50035 50024 70029 260105 Item # 10047 160020 30127 150398

3.D.

2,044.45 2,044.45

Phase Totals: Job Totals:

Page 1 of 1

Phone: Web:

Page: 48

Brothers Electrical Corp



N.B. Kenney Company, Inc.

68 Barnum Road Devens, MA 01434 Tel: 978-849-5200

Request for Information

RFI Number: 18 Date: 08/26/2021

Page 1

To:

Hill International 75 Second Ave Needham, MA 0249 Attn: Andy Vo Job: 20025 - Brookline HS Deferred Title: ACCUSolenoid Valve Wiring

Requested By:	Phone:	E-mail:	
Robert Dejadon	(978) 849-5200	rdejadon@nbkenney.com	

Question(s):

We are hereby submitting the following questions for your response. These issues have potential time and cost impacts. Reference is made to the New Trane Chillers Taged ACCU-6, ACCU-7 & ACCU-8. ACCU-6 is a RAUJ-C30 and ACCU's 7 & * are RAUJ-C50 units. These new units replaced old existing units. The old unit solenoid valves were 24V, the existing plastic pipe and wire is all for a low voltage application.

Your attention is directed to the attached documents regarding the aforerefenced units, the 1st page is the ront page of the Installation, Operation & Maintenance Manual, this is provided so that there is no confusion regarding referenced material. The 2nd attachment page to this RFI page 66 of this manual; the 3rd and 4th pages are a wiring schmatic of the units controls.

The 2nd attachment of this RFI in part pertains to the controls wirung - 115V, there is a list of several items that require 115V power if utilized, the last item in that column is "Liquid line solenoid valve" which requires a 115V connection in lieu of a 24V connection.

The quickest and least expensive to this problem is to install new wire of the appropriate gauge into Cantex Schedule 40 PVC conduit with Cantex fittings and water tight connections. Please review and advise on how we are to proceed with this work.

Response:

RFS takes no exception to the NBK proposed solution. Ensure to coordinate all electrical requirements with electrical contractor.

RFS Response by: Eric Bernow

RFS Engineering, P.C.

Date: 08/27/2021

Requested By: Robert W. Deiadon

Robert Dejadon N.B. Kenney Company, Inc. Andy Vo Hill International



Installation, Operation, and Maintenance

Split System

Cooling Condensers — 20 to 120 Tons Remote Chillers — 20 to 120 Tons

RAUJ-C20 RAUJ-C25 RAUJ-C30 RAUJ-C40 RAUJ-C50 RAUJ-C60 RAUJ-C80 RAUJ-D10 RAUJ-D12



A SAFETY WARNING

Only qualified personnel should install and service the equipment. The installation, starting up, and servicing of heating, ventilating, and air-conditioning equipment can be hazardous and requires specific knowledge and training. Improperly installed, adjusted or altered equipment by an unqualified person could result in death or serious injury. When working on the equipment, observe all precautions in the literature and on the tags, stickers, and labels that are attached to the equipment.

July 2016

SS-SVX11J-EN





Installation Electrical

A WARNING

Proper Field Wiring and Grounding Required!

Failure to follow code could result in death or serious injury.

All field wiring MUST be performed by qualified personnel. Improperly installed and grounded field wiring poses FIRE and ELECTROCUTION hazards. To avoid these hazards, you MUST follow requirements for field wiring installation and grounding as described in NEC and your local/state electrical codes.

Before installing any connecting wiring, see drawings Dimensions and Weights chapter for the electrical access locations provided on the unit. Install appropriately sized control wiring for the 115 volt electrical components as required by the application.

Since the unit-mounted 115V control power transformer (1T1) is provided on all units, it is not necessary to run a separate 115 volt control power source to the unit.

Note: All 200/230V units are shipped with transformer 1T1 wired for 200 volt operation. If the unit is to be operated on a 230V power supply, rewire the transformer as shown on the unit schematic.

Note: All field wiring must conform to NEC guidelines as well as state and local codes.

Controls Wiring — 115 VAC

A WARNING

Hazardous Voltage!

Failure to disconnect power before servicing could result in death or serious injury.

Disconnect all electric power, including remote disconnects before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized.

Install appropriately sized 115 volt control wiring for the electrical components as required by the application.

These components may include:

- · Hot gas bypass solenoid wiring
- Supply fan interlock and control circuit
- System control switch wiring ("No Control" units)
- · Step controller wiring ("No Control" units)
- Chilled water pump interlock wiring (EVP units)
- · Chilled water flow switch wiring (EVP units)
- Outside air thermostat wiring (EVP units)
- Liquid line solenoid valve(s)

Supply Fan Interlock

Control Options Utilizing an Air Handler

The normally open evaporator fan interlock auxiliary contacts and the evaporator fan controls; system On/ Off switch, fan starter/contactor, and overloads, must be wired as illustrated in the appropriate interlock connection wiring diagram for the specified application.

EVP Flow control (6S58)

The flow switch is a binary output device and must be wired within the interlock circuit. Before installing the control wiring, refer to the remote panel illustration for the electrical access into the panel. Refer to the field connection diagram for the specific connection points inside the remote panel.

EVP Circulating Pump Interlock

Pump operation and sequence is the responsibility of the installer. During compressor operation, the fluid flow through the chiller must be maintained. The field provided; ON/OFF switch, pump starter/contactor, auxiliary contacts and overloads (OLs) must be installed as part of the system's interlock circuit to disable the compressors in the event the circulating pump shuts down or is turned off.

Note: Due to the location of the 5S1 switch within the circulating pump control circuit, it can be used as a system ON/OFF switch.

Outside Air Thermostat (5S57)

A field provided outside air thermostat must be installed within the interlock circuit to prevent the system from operating below its workable temperature range. Before installing the control wiring, refer to the remote panel illustration for the electrical access into the panel. Refer to the field connection diagram for the specific connection points inside the remote panel. Refer to the "EVP Chiller Controls" section for temperature requirements.

Hot Gas Bypass (All control options)

If hot gas bypass is required, refer to the "Refrigerant Piping" illustration for supporting equipment tubing connections. Refer to the specific control option field connection diagram terminal connections for the hot gas bypass solenoid coils.

Controls Wiring — 24 VAC

A WARNING

Hazardous Voltage!

Failure to disconnect power before servicing could result in death or serious injury.

Disconnect all electric power, including remote disconnects before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized.



Installation Electrical

Figure 46. Field connection diagram RAUJ 20 to 60 tons ·

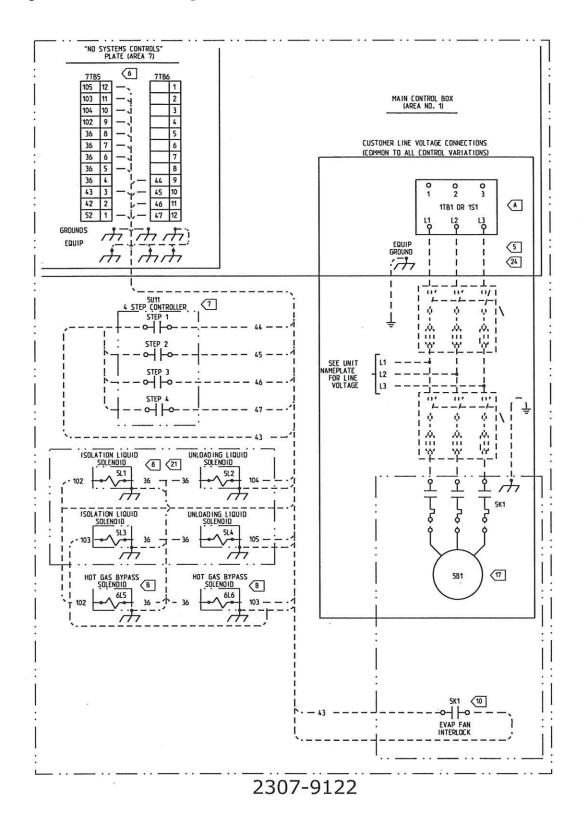




Figure 47. Field connection diagram RAUJ 20 to 60 tons — all system controls

NOTE:

- ALL WIRING AND COMPONENTS SHOWN DASHED TO BE SUPPLIED AND INSTALLED BY CUSTOMER IN ACCORDANCE WITH LOCAL AND NATIONAL ELECTRICAL CODES.
- 2. ALL WIRING TO BE N.E.C. CLASS 1 UNLESS OTHERWISE SPECIFIED.
- 3. CAUTION -- DO NOT ENERGIZE UNIT UNTIL CHECK-OUT AND START-UP PROCEDURES HAVE BEEN COMPLETED.
- 4. ALL THREE PHASE MOTORS ARE PROTECTED UNDER PRIMARY SINGLE PHASE FAILURE CONDITIONS.
- 5 SEE TABLE OF ACCEPTABLE WIRE SIZES FOR CONNECTION TO MAIN UNIT TERMINAL BLOCK (1TB1) OR DISCONNECT SWITCH (1S1).
- 6 SIZE CONTROL WIRING SUCH THAT TOTAL WIRE RESISTANCE OF THE RUN DOES NOT EXCEED 6 OHMS. SEE TABLE FOR WIRE SELECTION.
- 4 STEP CONTROLLER (5U11) MIN. RATING N.O. CONTACTS = 150 VA INRUSH/75 VA SEALED; N.C.CONTACTS = 80 VA INRUSH/40 VA SEALED.
- (8) ISOLATION LIQUID SOLENOID VALVES (5L1.5L3), UNLOADING LIQUID SOLENOID VALVES (5L2.5L4) AND HOT GAS BYPASS SOLENOID VALVES (6L5.6L6) -- MAX. SOLENOID RATINGS ARE 72 VA INRUSH/30 VA SEALED.
- 9 CIRCULATING PUMP CONTROL CIRCUIT MAX. RATINGS ARE 240 VA INRUSH/40 VA SEALED.
- STARTER INTERLOCK (5K1), OUTSIDE AIR T-STAT (5S57). SYSTEM ON/OFF SWITCH (5S1). STARTER OVERLOAD RELAY (5K1 OL) AND FLOW SWITCH (6S58) MIN. RATINGS ARE 250 VA INRUSH/125 VA SEALED.
- REMOVE RESISTOR (7R5 7TB8-4 & 5) WHEN FIELD SUPPLIED ECONOMIZER IS REQUIRED WITH OPTIONAL VARIABLE AIR VOLUME ("VAV") CONTROLS.
- (33) WIRING FOR DUCT SENSOR (6RT1), CHILLER TEMP SENSOR (6RT2). DISCHARGE AIR SENSOR (6RT3) AND RETURN AIR SENSOR (6RT6) MUST BE SHIELDED CABLE AND NOT RUN IN CONDUIT WITH OTHER WIRING. FOR RUNS UNDER 500 FEET USE 16 GA (MIN) WIRE. FOR RUNS FROM 500 TO 1000 FEET USE 14 GA (MIN) WIRE. MAXIMUM RUN IS 1000 FEET. GROUND SHIELD AT ONE END ONLY.
- SUGGESTED SYSTEM CONTROL SWITCH (5S2) FOR "VAV" CONTROLS OPTION IS CUTLER HAMMER 7580K5 SPST TOGGLE SWITCH OR EQUIVALENT.
- WHEN NIGHT SETBACK IS REQUIRED WITH OPTIONAL "VAV". PROVIDE A CONTACT CLOSURE SUITABLE FOR A DRY CIRCUIT WITH MIN. RATING OF 125 VA/24 VAC PILOT DUTY. REMOVE JUMPER (7787-4 & 5) WHEN REQUIRED.
- OUTSIDE AIR T-STAT (SSS7) IS REQUIRED ONLY WITH "EVP" OPTION FOR LOW AMBIENT COMPRESSOR LOCKOUT.
- CIRCUIT AS SHOWN IS FOR A CUSTOMER SUPPLIED EVAPORATOR FAN MOTOR (5B1) AND EVAP FAN STARTER (5K1).

 WHEN "EVP" OPTION IS REQUIRED. THIS CIRCUIT BECOMES A CIRCULATING PUMP MOTOR (5B1) AND A CIRCULATING PUMP STARTER (5K1).
- (B) INSTALL JUMPER (6TB9-7 & B) WHEN HOT GAS BYPASS OPTION IS REQUIRED WITH OPTIONAL "EVP". INSTALL HOT GAS BYPASS SOLENOID VALVE (6L5) AS SHOWN.
- W HEN DUCT SENSOR (6RT1) IS REQUIRED. REMOVE RESISTOR (7R1 FROM 7TB8-5 & 6).
- CUSTOMER SUPPLIED HEATER CONTACTOR CONTROL CIRCUIT 120V/240V/1PH MAX RATING = 750VA INRUSH, 75VA SEALED; 24V/1PH MAX RATING = 240VA INRUSH, 60VA SEALED.
- 21 ISOLATION LIQUID SOLENDID VALVES (5L1.5L3) ARE REQUIRED FOR CHARGE ISOLATION (PROVIDED & INSTALLED BY THE FIELD).
 UNLOADING LIQUID SOLENDID VALVES (5L2.5L4). IF APPLICABLE. ARE PROVIDED & INSTALLED BY THE FIELD.
- CAUTION DO NOT RUN LOW VOLTAGE WIRE (30 VOLTS MAXIMUM) IN CONDUIT OR RACEWAY WITH HIGHER VOLTAGE WIRE.
- 23. THE FOLLOWING CAPABILITIES ARE OPTIONAL THEY ARE IMPLEMENTED & WIRED AS REQUIRED FOR A SPECIFIC APPLICATION.
 - (A) UNIT DISCONNECT SWITCH NON FUSED (AVAILABLE ON ALL CONTROL OPTIONS)
 - (B) HOT GAS BYPASS (AVAILABLE ON ALL CONTROL OPTIONS)
 - G RETURN AIR SENSOR (AVAILABLE WITH "CONSTANT VOLUME" CONTROL)
 - T FLOW SWITCH (AVAILABLE WITH "EVP" CONTROL)
- $\begin{picture}(24)\line (24)\line (24)\line$

IMPORTANT!
DO NOT ENERGIZE
UNIT UNTIL CHECK-OUT
AND START-UP PROCEDURE
HAS BEEN COMPLETED

From:

Ray Masak

To:

Vo, Andy; Robert Dejadon

Cc:

Chris Aubin; Mark Borreliz; Alex Mason; Kalous, Paul; joejr@brotherselectricalcorp.com; Charlie Simmons; Mark

Sacco; Hal Mason

Subject: Date: [EXTERNAL] Re: RFI # 18

: Friday, August 27, 2021 7:31:32 AM

we have administrators and teachers here on Monday ...proceed accordingly

From: Vo, Andy <AndyVo@hillintl.com> Sent: Thursday, August 26, 2021 6:11 PM

To: Robert Dejadon < rdejadon@nbkenney.com>

Cc: Ray Masak <rmasak@brooklinema.gov>; Chris Aubin <CAubin@rawnarch.com>; Mark Borreliz

<mborreliz@rawnarch.com>; Alex Mason <amason@rfsengineering.com>; Kalous, Paul

<PaulKalous@hillintl.com>; joejr@brotherselectricalcorp.com <joejr@brotherselectricalcorp.com>

Subject: Re: RFI # 18

Chris,

Please ask RFS to respond ASAP. I agreed that the electrical work should be on T&M.

Andy

On Aug 26, 2021, at 6:04 PM, Robert Dejadon < rdejadon@nbkenney.com>wrote:

Attached is RFI # 18 which was referenced in the update sent earlier today, this is extremely HOT, we cannot start the roof equipment until this is resolved. There is not sufficient time to issue a Bulletin and price this work, I believe that directing the electrician to proceed on T&M is the best way to ensure it is done quickly with the owner able to monitor the controlled costs. This work is on the roof and will not impact the classrooms however, it will have a significant impact on the administrative offices and areas serviced by these RTU/ACCU's.

The invite for tomorrow's commissioning meeting will be sent shortly, If I missed anyone on this email please forward it to the appropriate people and accept my apology, Christine is out this week and it may not be posted to Share File until she returns. Respectfully,

Robert W. Dejadon

Robert W. Dejadon | Vice President | rdejadon@nbkenney.com N.B. KENNEY COMPANY, INC. | 68 Barnum Road, Devens, MA 01434 Office: (978) 849-5200 Ext. #134 | Cell: (978) 423-0427 | Fax: (978) 772-2485

<image001.png>

<RFI # 18 - Solenoid Valves.pdf>

[EXTERNAL EMAIL] [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.



Change Order Proposal Cost Summary

Job Number: 020-025		lob Name:	Brookline	High Scho	ol - Defferred M	aintenance		
Proposed Change Order Request No.								
Description of Change:	Costs associated with rur	nning new						
	ACCU's 2,3,4 & 5 to 208\							
						2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
Exclusions:			er kommende dese			MATERIALS		
	ŗ			RCOSTS		& EXPENSES		
Labor - DESCRIPTION OF COSTS:		HOURS	DIRECT		TOTAL			
Engineering		0	\$96.13	\$15.80	\$0.00			
Pipefitter - Journeymen	REGULAR RATE	0	\$96.13	\$15.80	\$0.00			
Pipefitter - Foreman	REGULAR RATE	3	\$104.46	\$17.19	\$364.95			
Pipefitter - Supervisor	REGULAR RATE	0	\$107.88	\$18.02	\$0.00			
Pipefitter - Supervisor	Overtime @ 1.5		-		0.00			
Pipefitter - Journeymen	Overtime @ 1.5	2 PL			0.00			
Pipefitter - Foreman					0.00			
Pipefitter - Supervisor					0.00			
Trucking	The state of the state of the state of		<u> </u>		0.00			
		LABOR	TOTAL:	ļ	\$364.95	\$		
					0.0%	0.00		
Consumables			Can attach	ad Dataila	1000000	0.00		
Material Costs See attached Detailed Spreadsheet Equipment Costs - Crane See attached Quote								
Equipment Costs - Crane See attached Quote See attached Detailed Spreadsheet								
	BAATEDIAL	e collina			u Spreausneer	0.00		
	MATERIAL					0.00		
	Sales Tax		al MATER		JED.	0.00		
		101		ABOR TO		364.9		
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Brothers Electrical - See attached		3. T. 2000	and the sale	7.00.T.F		6,237.3		
Trucking			17 501 515			0,207.00		
Trucking			Subc	ontractor	Sub-Total	6,237.3		
SUMMARY								
	NRI	Kennev Di	rect Costs			364.9		
	NBK Overhead & Prof				15%	54.7		
			rect Costs			5,670.4		
Subcont	ractor Overhead & Prof				10%	567.0		
	BK Overhead & Profit o				5%	311.8		
N.	bit overnead a rione o	ii oabooii	auototo @		-,-			
					TOTAL COST	6,969.0		
Bond Costs at 1.5%:					1.5%	104.5		
				and an analysis of the same of	nearest dollar			
			TOTAL PRI	CE FOR T	HIS CHANGE:	\$7,074.0		
TI- DOG	VEC Ct :- I t Ti		NO	ı	Overtime			
This PCO labor is based on:			NO		Overtime			
Schedule Impact due to Change is:	0 Work Days							

This proposal is based on current market costs and conditions.

If the approval of this change is delayed to a point where changes occur in our costs and/or conditions, we reserve the right to cancel or modify this change order accordingly.

Submitted By: Robert W. Dejadon Signature: Robert W. Dejadon Date: 10/8/2021



N.B. Kenney Company, Inc.

68 Barnum Road Devens, MA 01434 Tel: 978-849-5200

Request for Information

RFI Number: 19 Date: 08/31/2021

Page 1

To:

Hill International 75 Second Ave Needham, MA 0249 Attn: Andy Vo Job: 20025 - Brookline HS Deferred Title: Power to ACCU-2, 3, 4 and 5

Requested By:	Phone:	E-mail:	
Robert Dejadon	(978) 849-5200	rdejadon@nbkenney.com	

Question(s):

We are hereby submitting the following questions for your response. These issues have potential time and cost impacts. I want to start this RFI by making a statement so everyone can clearly understand the problem. Interior units such as UV's, HP's AHU's and their exter counter parts (condensers) outside the building are always the same voltage. For example UV-1 is 460/3/60 and ACCU-1 is also 460/3/60, to the best of my knowledge thius is typical of all equipment.

Reference is made to the Mechanical Schedule on M5.01.F specifically UV-2, 3, 4 & 5 along with their associated ACCU's tagged ACCU-2, 3, 4 & 5. The Unit Ventilators and their associated Air Cooled Condensing units specified are to be 208/1/60. The electrical contractor is to disconnect the old units and reconnect the new units to the existing circuit. This has worked fine until ACCU-2, 3, 4 & 5, the UV-s are 208/1/60 however the condensers are 460/3/60 which means the existing circuits cannot be utilized.

In order to maintain schedule N.B. Kenney is directing the electrical contractor to proceed with replacing the existing wire and running it to a proper 208 circuit on a T&M basis. While there may be a couple of different solutions to the problem such as install step-down transformers we feel that this is the most reliable cost efficient and expeditious way to get these units.connected and running.

Please review and advise if this solution is acceptable.

Remarks/Suggestions:				
Please respond by: 08/31/2021				
Requested By: Robert W. Deíadon				
Robert Dejadon N.B. Kenney Company, Inc.	Andy Vo Hill International			



N.B. Kenney Company, Inc.

68 Barnum Road Devens, MA 01434 Tel: 978-849-5200

Request for Information

RFI Number: 19 Date: 08/31/2021

Page 2

Answer(s):

(For your convenience, you can "Reply" to the email with your response.)

Response:

RFS takes no exception to replacing the existing wire with new wire and running circuits to a appropriate 208V panel.

RFS Response by: Eric Bernow / Phil Carter

RFS Engineering, P.C.

Date: 09/07/2021

Please respond by: 08/31/2021

Requested By:

Robert Dejadon

N.B. Kenney Company, Inc.

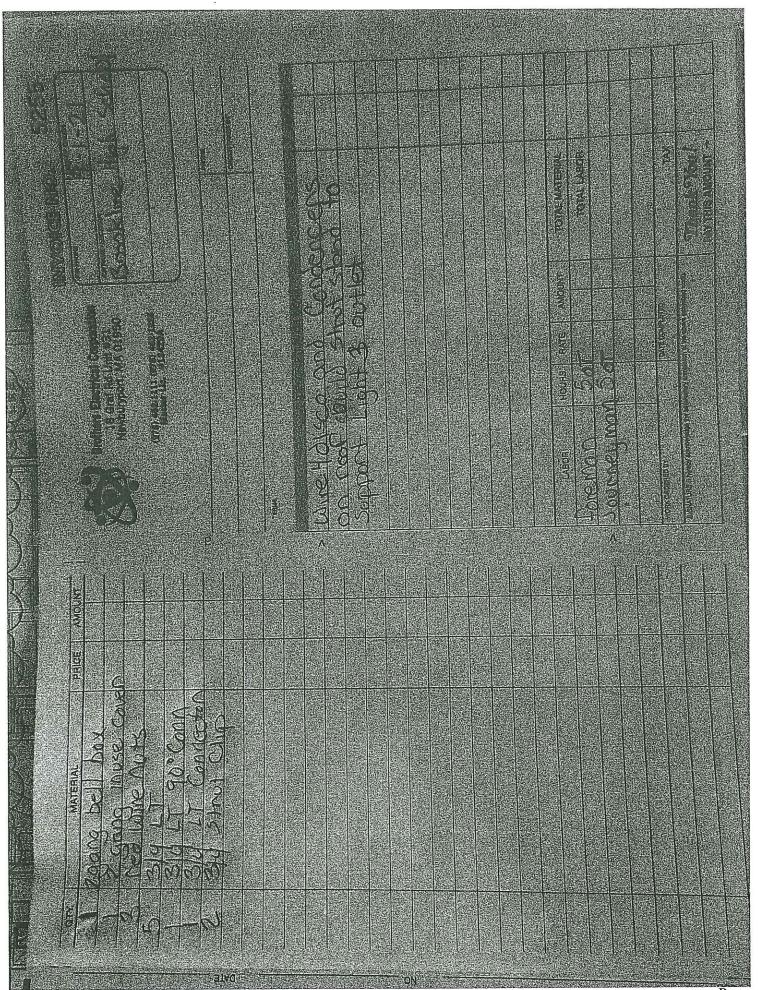
Andy Vo

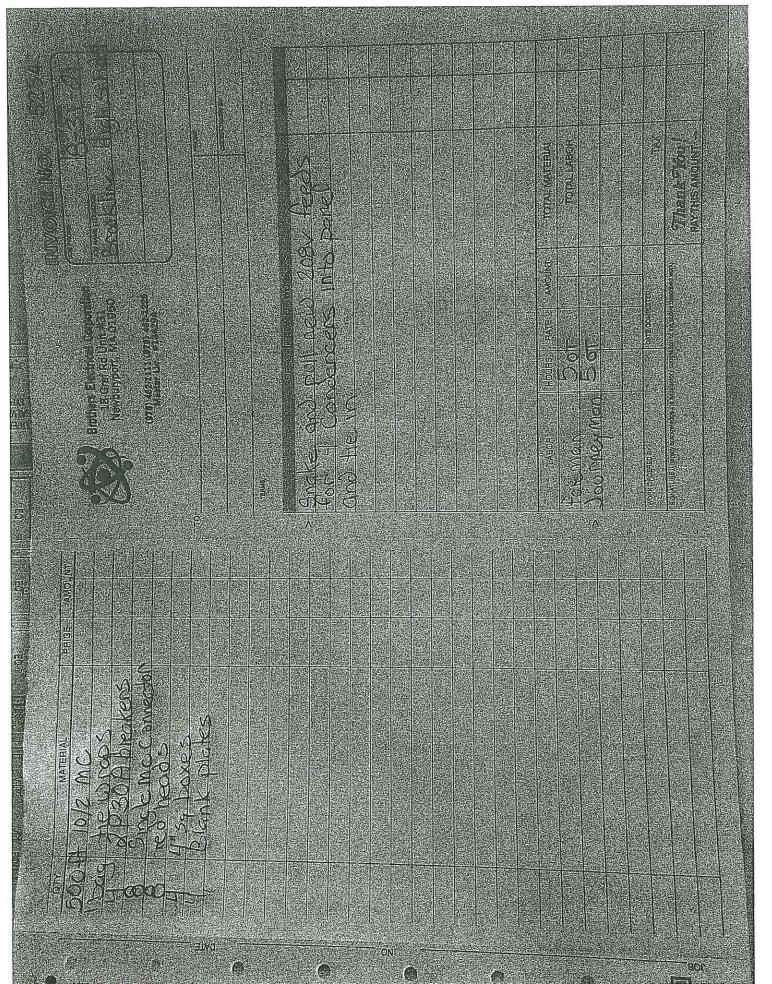
Hill International

Subcontractor COR Proposal Form

Sub-Contractor Name:	Brothers Electrical Corporation
COR Number	4
Date:	9/14/2021
Description of Work:	RFI#19- ACCU's 2,3,4,5 coverting to 208V

	Hrs 10.0 10.0 3.0 3.0	\$150.85 \$142.29 \$100.57 \$94.86	Total \$1,508.50 \$1,422.90 \$ 301.71
	10.0	\$142.29 \$100.57	\$1,422.90
	3.0	\$100.57	
			\$ 284.58
		Φ2 1100	Ψ 20
	1000		
	10.00		
	15.00		
	13.3		
			\$3,517.69
Qty	Unit	\$/Unit	Total
1.0	1	\$1.00	1,097.4
			\$0.00
X-5-5-1			\$0.0
			\$1,097.4
		30%	\$1,055.3
			\$5,670.4
		10%	\$567.0
		14	\$6,237.4
		Qty Unit	Qty Unit \$/Unit 1.0 1 \$1.00





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BROTHERS ELECTRICAL

8

RFI#19- ACCCU'S 2,3,4 &5: RFI#19- ACCU's 2,3,4 & 5

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JOB-0796 Brookline Deferred Maintenance

Job ID: Project:

Vendor: GB_BOSTON	NOTSO							14 Sep 2021 9:46:49
Phase: FIXTURES	SES.							
Item #	Qty	à	W/W	Size	Description	Material Unit	Material Result	
70371	500.00	Ŀ	Σ	10/2	MC CABLE- STEEL JKT W/G	1.7271	863,55	
160676	100.00 EA	EA	Σ	11.5"	TY-WRAP	0,3663	36,63	
180549	4.00	4.00 EA	Σ	30/2	BOLT-ON BREAKER	36.6500	160.61	
150006	4.00 EA	the .	Σ	M 1-1/2"D 21,0-CI	4"SQ CMB- KO NO BRKT	1.1245	4,50	
150399	1.00	1.00 EA	Σ	2" DEEP 29.0-CI		12.7671	12.77	
50074	5.00	L	Σ	3/4	LIQUIDITIE CONDUIT	2.2238	11:12	
50085	1.00	EA	Σ	3/4	LIQUIDITIE ANGLE CONNECTOR	4.1483		one and the first the form of the first order to the first the first of the first of the first order.
50096		1.00 EA	Σ	3/4	LIQUIDTITE STRAIGHT CONNECTOR.	4,0758	4.08	
						Phase Totals:	1,097.41	
						Job Totals:	1,097.41	

Page 1 of 1

Phone: Web:

Brothers Electrical Corp



TOWN of BROOKLINE

Massachusetts

BUILDING DEPARTMENT

Daniel Bennett Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: Brookline High School- Amendment 25

WRA Design Services (FY 19)

DATE: November 8, 2021

On the Calendar this week, the Building Department is requesting the approval of an amendment for designer services for the subject project in the total amount of \$135,425.

The appropriation for this contract was approved by Town Meeting as part of the overall CIP for FY19. This amendment is for additional design services for repairs to the quad. Refer to the Hill memo dated November 3, 2021 for further explanation of services.

The Building Department will be available to answer any questions. Thank you for your consideration.



Hill International, Inc. 75 Second Avenue, Suite 300 Needham, MA 02494 Tel: 617-778-0900 www.hillintl.com

November 3, 2021

Mr. Ray Masak, P.E. Project Manager Town of Brookline Building Department 333 Washington Street Brookline, MA 02445

RE: William Rawn Associates Amendment Request #25

Dear Mr. Masak:

We have reviewed WRA's Amendment #25 in the amount of \$135,425 for additional design services as follows. During the 5/21/21 co-Chairs Meeting, discussions began re: the extent of Quad Repairs needed due to further-deteriorated conditions resulting from 2+ years of heavy construction-related activities that accessed and staged inside the Quad in order to construct the STEM Addition, as well as other Contractor work in the vicinity. The proposed Quad Repairs would be designed, bid and installed next Summer 2022 as part of the last phase of the BHS Expansion project. During an onsite co-Chairs Meeting and walk-thru on September 10, 2021, it was confirmed that the repairs would be limited to the horizontal surfaces in the Quad as shown within diagram attached in WRA's letter.

Hill recommends approval of WRA's Amendment #25.

Very truly yours,

Andy Felix, MCPPO Project Director

WILLIAM RAWN ASSOCIATES | Architects, Inc.

10 Post Office Sq. Suite 1010 Boston, MA 02109 t. 617.423.3470 www.rawnarch.com

Ray Masak Project Manager Town of Brookline Building Department Brookline Town Hall 333 Washington Street Brookline, MA 02445

November 2, 2021

Project Name: Brookline High School Expansion Project

Re: Contract Amendment #25 CC: Andy Felix, Sam Lasky

Dear Ray,

At the request of the Co-chairs, we would like to present the following additional service proposal to the Brookline Building Commission during the upcoming October meeting.

Scope #1: Quad Repairs

William Rawn Associates and our sub-consultants will provide design and engineering services for the following items which will be issued for bid in early 2022 for construction during the summer of 2022. Based on our walk through with the Co-chairs, Lemonbrooke and WRA will provide a design for the renovation of the plaza hardscaping throughout the Quad in order to make it a level, fully accessible surface. An accessible ramp will be provided up to the raised platform along the western edge of the Quad.

Quad Repairs Project Scope

- New hardscape throughout the Quad
- · Accessible ramp up to the raised platform along the western edge
- Re-setting all drainage structures
- Correcting slopes to drains
- See attached plan for limit of work
- Replacement of trees demolished during STEM Wing construction
- Irrigation for new trees

Excluded from Quad Repairs Project

- New plantings, trimming, plant removal, other than those noted above
- o Re-pointing brick seat walls
- Re-setting and re-pointing brick seat wall caps
- Concrete repair or other changes to egress stairs within the Quad
- o Arborist

- Site Lighting
- Site Signage

Quad Design & Engineering Scope of Services

- · Survey the existing Quad including an underground survey
- Environmental analysis of soils to be removed during construction.
- Landscape design for hardscape
- Foundation design for new ramp
- · Drainage structure re-setting and any necessary engineering
- Cost Estimating at 90% CDs
- Meetings with the Co-chairs to approve the Quad design.
- Specifications will be written to include night work to meet schedule (1st, 2nd, & 3rd shift*)
 - o *Note ToB bylaws may not allow 3rd shift night work

Schedule

- Design and Documentation: October 15 January 15
- Bidding: February 2022
- Contract Award: March 2022
- Submittals + Procurement: April May 2022
- Construction: May August 2022

Design and Engineering Fee Summary

Additional Service Fee Grand Total:	\$135,425
William Rawn Associates (Architect)	\$30,125
Cost Estimator	(Included in CA #24)
Spec Writer (Kalin)	\$4,000
UEC Environmental Soils	\$9,500
Lemessurier (Structural Engineer)	\$4,000
Irrigation designer (subcontracted to Lemon Brooke	\$5,000
Lemon Brooke (Landscape Architect)	\$61,000
Nitsch Engineering (Civil Engineer)	\$11,000
Feldman Surveyor (above ground & below ground survey)	\$10,800

Please let us know if you have any questions. We look forward to continuing to work with the Town of Brookline to bring the Expansion Project to completion.

Regards,

Andy Jonic, AIA Senior Associate

William Rawn Associates, Architects Inc.

Attachments: Consultant Proposals, WRA hourly worksheet WILLIAM RAWN ASSOCIATES | Architects, Inc.

ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES AMENDMENT NO. 25_____

	HEREAS, the Town of Brookline	· · · · · · · · · · · · · · · · · · ·	_ ("Owner") and
	liam Rawn Associates, Architects Inc.		
	ered into a Contract for Designer Serv		
	pansion		
20	ookline High	School on_	July 6,
	ontract"; and		
Wŀ	HEREAS, effective as ofNovemb	er 2, 2021 the Parties v	vish to amend the Contract:
this wh	PW, THEREFORE , in consideration of the second and values Amendment, and other good and values are hereby acknowledged, the Partows:	uable consideration, the	receipt and legal sufficiency of
1.	The Owner hereby authorizes the Des Phase, the Construction Phases, and t the terms and conditions set forth in the	the Final Completion Pha	ase of the Project, pursuant to
2.	For the performance of services requi shall be compensated by the Owner in Services:		
	Fee for Basic Services:	Original Contract*	After this Amendment:
			Amendment fee: \$135,425
	Feasibility Study Phase	\$	\$
	Schematic Design Phase	\$	\$
	Design Development Phase	\$	\$
	Construction Document Phase	\$	\$
	Bidding Phase	\$	\$
	Construction Phase	\$	\$
	Completion Phase	\$	\$
	Includes previous Amendments	· -	.
	Total Fee	<u>\$15,433,826.00</u>	<u>\$15,569,251.00</u>

This Amendment is a result of:

v.10.27.15

^{1.} The Town request to re-design the hardscaping in the Brookline High School Quad.

3. The Construction Budget shall be as follow	vs:	
Original Budget:	\$n/a	
Amended Budget	\$n/a	
4. The Project Schedule shall be as follows:	g e	
Original Schedule:	\$n/a	
Amended Schedule	\$n/a	
5. This Amendment contains all of the terms amendments to the original Contract. No otherwise, regarding amendments to the other Parties, and all other terms and condit	other understandings or representations or contract shall be deemed to	tions, oral or exist or bind
IN WITNESS WHEREOF, the Owner, with the have caused this Amendment to be executed		
OWNER		
(print name)		
(print title)		
(signature)		
Date		
DESIGNER		
Andrew Jonic		
(print name) Senior Associate		
(print title) By		
14 g-		
(signature) Date 10/6/21		E

v.10.27.15

BHS EXPANSION Contract Amendment #25 Quad Repairs WORK PLAN

6-Oct-21

\$1,600,000
_

HOURLY FEE ANALYSIS

Total Hrs	Rate		Total
15	\$ 275	\$	4,125
20	\$ 250	\$	5,000
	\$ 150	\$	100
		20 \$ 250	20 \$ 250 \$

Name .	Hours	Weeks	Total Hrs	Rate	Total
Design Princ.	0	0	0	\$ 250	\$ 17A
Structural Engineer - Ramp Foundation	on Design (Lemessurier)			\$ 4,000
Project Mgr	4	4	16	\$ 250	\$ 4,000
Spec Writer (Mark Kalin)					\$ 4,000
Architect I	0	0	0	\$ 150	\$
		*			\$ 12,000

Name	Hours	Weeks	Total Hrs	Rate	Total
Design Princ.				\$ 275	\$
Project Mgr	2	34	68	\$ 250	\$ 17,000
Architect I			2	\$ 150	\$
					\$ 17,000

Total (WRA Fee) - Includes spec writer & structural engineering fees	\$.	38,125





August 3, 2021

Andrew Jonic, AIA William Rawn Associates 10 Post Office Sq., Suite 1010 Boston, MA 02109

Re: Existing Conditions Survey 115 Greenough Street Brookline, MA

Dear Andy,

Pursuant to your request, we are pleased to submit our updated proposal to prepare an Existing Conditions Survey for your project listed above located in Brookline, Massachusetts.

In order to achieve your project's goals we propose to perform the following;

- The limits of topographic survey are outlined in red on the attached figure.
- Perform field survey to include planimetric and topographic features, including but not limited to buildings, ledge, isolated trees (6" caliper & larger), landscaped areas, walks, walls, curbs, signs, fences, light poles, steps, paved areas, spot grades, entrance grades, contours, surface utilities and inverts of sewer and drain structures. Other subsurface utilities will be compiled from record plans.
- Reference Brookline Town Base as the vertical datum.
- Subsurface improvements/utilities will be located directly by survey to the extent that they are accessible from the surface or marked on the ground by Dig-Safe or the various utility companies. Subsurface features that cannot be located by ground survey will be shown from record documents, if available. While every effort will be made by our staff to accurately transfer the data from the aforementioned record plans of public or private agencies, we will not be able to make any statement regarding the accuracy or completeness of the information shown on the record plans.
- Compile our survey at a scale of 1"=20' and supply a digital file in AutoCAD and PDF copies for your files.
- Perform our survey work in compliance with the Code of Massachusetts Regulations 250 CMR 6.0 Land Surveying Procedures and Standards.

The fee for this work will be \$6,100.00.

LAND SURVEYING | 3D SCANNING | CONSTRUCTION ENGINEERING | BIM | CONSULTING

Boston Headquarters 152 Hampden Street, Boston, MA 02119 **Worcester** 27 Mechanic Street, Worcester, MA 01608 P 617-357-9740 F 617-357-1829 feldmansurveyors.com

FELDMAN

Subsurface Utility Engineering (S.U.E.)

- Perform Subsurface Utility Engineering to augment the current utility features of the area outlined on the attached figure in accordance with the ASCE 38-02 standards and the APWA colored coordinated utility identification system.
- Adhere to the Quality Levels established by the ASCE38-02 standards for surveying and Utility Color Coding of the APWA.
- The results of the QLB investigation does not qualify the record information. It is meant to
 augment and verify it, some record information and utilities still may exist that was not verified
 during the investigation process.

The fee for the SUE work will be \$4,700.00

We will aim to start the fieldwork between July 14th and 16th and deliver the plan by July 30th.

Please sign, date and return this proposal to us as your authorization to proceed and we will schedule the fieldwork to begin accordingly. Please note that we may need to revise the terms of this proposal if we do not receive authorization within 30 days of the proposal date.

For your protection we maintain General Liability, Automobile Liability, Workers Compensation and Professional Liability (errors and omissions) Insurance. Invoices are issued monthly and will be due upon receipt.

We look forward to working with you towards the successful completion of your project.

Very truly yours,
FELDMAN LAND SURVEYORS

John & M' Roragh

John "Sean" McDonagh, PLS Vice President

Accepted by: ______

Title: _____

Firm: _____

Date:

LAND SURVEYING | 3D SCANNING | CONSTRUCTION ENGINEERING | BIM | CONSULTING

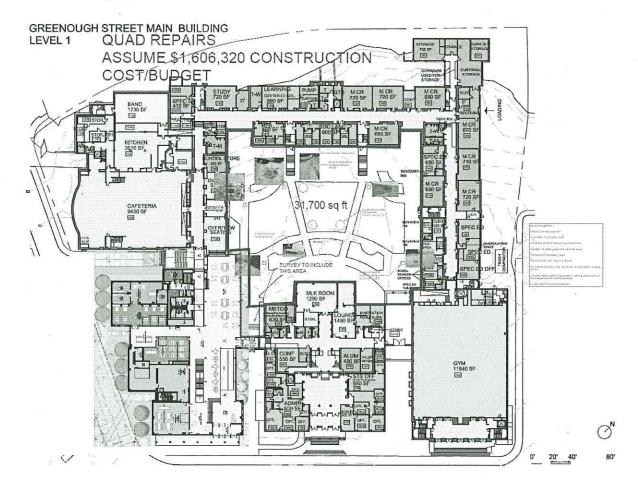
Boston Headquarters 152 Hampden Street, Boston, MA 02119 Worcester 27 Mechanic Street, Worcester, MA 01608 P 617-357-9740 F 617-357-1829 feldmansurveyors.com

FELDMAN

For an efficient billing process please fill out the following:

Billing address if different from above:	
Accounts Payable Contact and Email:	
Accounts Payable Telephone Number:	*
Your Job or PO Number:	
Any Other information to be included with	n our invoice:

Limits of Survey;



LAND SURVEYING | 3D SCANNING | CONSTRUCTION ENGINEERING | BIM | CONSULTING

Boston Headquarters 152 Hampden Street, Boston, MA 02119 **Worcester** 27 Mechanic Street, Worcester, MA 01608 P 617-357-9740 F 617-357-1829 feldmansurveyors.com



2 Center Plaza, Suite 430 Boston, MA 02108-1928 T: 617-338-0063 F: 617-338-6472

www.nitscheng.com

June 22, 2021

Mr. Erik Tellander Senior Associate William Rawn Associates 10 Post Office Square, Suite 1010 Boston, MA 02109 RE: Nitsch Proposal #12331.P Brookline High School Tappan Gym Project Tappan Streetscape Civil Engineering Services Additional Services Brookline, MA

Dear Erik,

Nitsch Engineering is pleased to submit this Additional Services proposal to you (the Client) for professional civil engineering services associated with the Quad Project as proposed in the email from WRA on June 14, 2021, which is part of the Brookline High School Project, located in Brookline, Massachusetts. This letter summarizes our scope, assumptions, and fee for the Additional Services. Work Not Included shall be as described in the Executed Agreement dated July 31, 2018.

SCOPE OF ADDITIONAL SERVICES

Nitsch Engineering will provide professional civil engineering services to accomplish the following phases:

PHASE I: CONSTRUCTION DOCUMENTS

Nitsch Engineering will prepare 100% Construction Documents during this phase setting forth the requirements for construction of the site improvements:

- Design the site drainage;
- 2. Prepare Site Utility Plan and Civil Detail Sheet(s);
- 3. Prepare the Division 31-33 Technical Specifications for the sitework associated with Nitsch Engineering's design elements;
- 4. Submit the Construction Documents at the 100% stage of completion;
- Review the 100% Construction Documents cost estimate provided by the Client relative to Nitsch Engineering's design elements;
- 6. Review and comment on the Construction Document Plans prepared by the Landscape Architect relative to the site layout and grading; and
- 7. Attend up to two (2) virtual meetings with the Client and the Client's consultants to coordinate Nitsch Engineering's services.

PHASE II: CONSTRUCTION

Review submittals, coordinated by the Client, relative to Nitsch Engineering's design elements;

Page: 74

Mr. Erik Tellander: Nitsch Proposal #12331.P (Additional Services) June 22, 2021

Page 2 of 3

SCOPE OF ADDITIONAL SERVICES - continued

- 2. Perform up to two (2) site visits to observe the general progress of construction and prepare a field report of each visit;
- 3. Respond to the Contractor's Requests for Information (RFIs); and
- 4. Review Contractor Change Order Proposals.

ASSUMPTIONS

- Any revisions requested by the Client or other approving authorities after submission of final drawings will be considered Additional Services.
- 2. The Client will hire and coordinate a Professional Land Surveyor to provide Nitsch Engineering with a stamped and signed plan and AutoCAD file of an existing conditions topographic and boundary survey. Nitsch Engineering will use this plan as the basis for the site design and engineering of the project. The plan contents will include any and all onsite and offsite elements required by local or State policy and/or requirements, and as required for Nitsch Engineering to complete the Scope of Additional Services. Any missing or incomplete survey data required to comply with local or State requirements, or to complete the Scope of Additional Services, will be procured by the Client/Owner.
- Nitsch Engineering will utilize in our design the structures and locations of utilities with rim and invert elevations, sizes, and directions that are indicated on plans provided by the Client. Nitsch Engineering does not guarantee the validity or completeness of the data.
- 4. The Client will provide AutoCAD files indicating the proposed building footprint and position, site layout, and grading for the project for Nitsch Engineering to use as our base plan.
- 5. Nitsch Engineering has not included permitting related items for the proposed project. If permitting is necessary, it can be provided as an Additional Service.
- 6. Nitsch Engineering understands this project is a "replace in kind" project and major changes are not anticipated. Scope includes resetting of drainage structure and associated details. If additional scope is required other then as previously stated, Nitsch Engineering can provide as an Additional Service.

COMPENSATION

Compensation for the Additional Services provided will be in accordance with the Standard Contract Terms of Nitsch Engineering's executed agreement with the Client, dated August 16, 2017. The lump-sum costs (except as noted) for these services are as follows:

Phase I: Construction Documents
Phase II: Construction Administration

\$ 7,000.00 4,000.00

TOTAL

\$11,000.00

Costs will not be incurred by Nitsch Engineering beyond this amount without verbal approval from the Client. Expenses are included in the above-listed fees.

Mr. Erik Tellander: Nitsch Proposal #12331.P (Additional Services) June 22, 2021 Page 3 of 3

Should the conditions of this Additional Services proposal meet with your approval, please sign and return this Additional Services proposal to us for our files. If Nitsch Engineering is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization will be deemed an acceptance of this Additional Services proposal, and all such services will be provided and compensated for in accordance with the terms and conditions contained herein as though this Additional Services proposal were fully executed by the Client.

Approved by:

Aaron A. Gallagher, PE, CFM, LEED AP Vice President, Director of Civil Engineering

If you have any questions, please call.

Very truly yours,

Nitsch Engineering, Inc.	
muth Ideellus	
Jonathan Hedlund, PE Project Manager	

JRH/ajc

Q:\12331 Brookline HS\Contract\12331 - AS - Quad Project 2021-06-22.docx

CLIENT AUTHORIZATION

This Additional Services proposal is hereby accepted by the Client as evidenced by the execution hereof, and such a person so executing the same on behalf of the Client does hereby warrant full authority to act for, in the name of, and on behalf of the Client.

Such acceptance provides full authorization for Nitsch Engineering to proceed with providing the Scope of Additional Services under the terms and conditions stated herein.

Signature	Date	1
Printed Name and Title		

LEMON BROOKE

31 Oxbow Road Concord MA 01742 T 978.222.3700

September 17, 2021

Mr. Andy Jonic Senior Associate William Rawn Associates, Architects Inc. 10 Post Office Square, Suite 1010 Boston, MA 02109

RE: Brookline High School Quad Repairs (rev 1) - Proposal for Landscape Architectural Services

Dear Andy:

Lemon Brooke LLC (LEMON BROOKE) appreciates the opportunity to submit this proposal for landscape architectural services for the **Brookline High School Quad Repairs Project** in **Brookline, MA.** This proposal sets forth the proposed limit of work, scope of services, deliverables based on the site walk with the BHS co-Chairs on 9.10. 2021 and your email dated 9.15.2021.

Scope of Service

LEMON BROOKE will provide Landscape Architectural services for the landscape portions of the project as illustrated and described in **Attachment A "Limit of Work**". Scope of work includes:

- New paving to replace existing paving approx. 20,000 SF
- ADA access to raised occupied terrace on northwest side of terrace.
- Four new trees in center of courtyard.

Design (Fixed Scope and Fee):

LEMON BROOKE will undertake Design for all site areas confirmed in the Program Verification Phase and coordinate their interface with the project team. Tasks include:

- Review existing project data supplied by the project team to understand the proposed program and define the goals for the project.
- Conduct site visits as necessary.
- Define requirements of new survey and review.
- 4. Develop base map information suitable for landscape scope of work.
- 5. Consult with arborist on health and strategy of paving around large existing Black Oak in quad paving.
- 6. Develop schematic paving plan based on existing / historical design.
- Develop schematic grading plan including surface drainage to be coordinate with civil engineer (subsurface drainage by civil engineer).
- 8. Explore paving materials collect character images to illustrate new materials and quantify amount salvageable brick paving to be reused.
- 9. Explore alternatives to make raised terrace ADA accessible.
- 10. Develop schematic tree planting plan with supporting tree images.
- 11. Prepare and participate in meetings as necessary.

www.lemonbrooke.com

Mr. Andy Jonic Brookline High School – Quad Repairs (rev 1) September 17, 2021 Page 2 of 6

The products to be produced by LEMON BROOKE will include:

a. Illustrative schematic landscape drawings and legends including hardscape materials, grading, planting, and irrigation notes, suitable for preliminary pricing by third party.

Documentation (Fixed Scope and Fee):

LEMON BROOKE will undertake Documentation based upon the Client's approval of Schematic Design, pricing and notice to proceed. LEMON BROOKE will coordinate and develop drawings and technical section of the specifications for landscape-budget items setting forth in detail the requirements for the construction of the project. In developing Construction Documents and technical sections of specifications, LEMON BROOKE shall endeavor to coordinate and to maintain a construction budget in accordance with the latest construction-budget approved by the Client.

The products to be produced by LEMON BROOKE during Construction Documents are as follows:

- 1. Demolition and tree removal / protection plan to be coordinated with Civil Engineer.
- 2. Layout plan.
- 3. Materials plan.
- 4. Grading and surface drainage plan to be coordinated with civil engineer. All subsurface drainage and vehicular areas by Civil Engineer.
- 5. Tree planting plan.
- Continued coordination with arborist on health and strategy of paving around large existing Black Oak in quad paving.
- 7. Details for on-grade paving systems (excluding vehicular pavements by civil engineer), ADA accessible ramp and rails, suspended paving systems and or pervious paving details for tree planting and soils.
- 8. Specifications related to the landscape scope of work to be coordinated with architect.
- 9. Analysis of existing irrigation, irrigation drawings and specifications through irrigation sub-consultant.
- 10. Prepare and participate in meetings as necessary.

Bidding (Fixed Scope and Fee):

LEMON BROOKE will participate in permit review and bidding phase of the project as directed by the client. The products to be produced by LEMON BROOKE during Construction Documents may include:

- Review of landscape contractor bids and coordinate scope of work.
- 2. Changes to construction documents and specifications based on value engineering.
- 3. Prepare and participate in project team meetings as necessary.

Mr. Andy Jonic Brookline High School – Quad Repairs (rev 1) September 17, 2021 Page 3 of 6

4. Construction Administration (Fixed Scope and Fee):

During the construction of the project, LEMON BROOKE will attend the preconstruction meeting with the contractor, provide clarifications of the drawings, review submittals, and observe the construction for items included in LEMON BROOKE Construction Documents.

LEMON BROOKE shall make site visits at times appropriate to construction or otherwise approved by the Owner to familiarize itself generally with the progress and quality of construction, and to determine in general if the construction is proceeding in accordance with the design intent and construction documents.

On the basis of its observations while at the site, LEMON BROOKE will keep the construction manager informed of construction progress. LEMON BROOKE may recommend the rejection of work failing to conform to the contract documents.

When related to LEMON BROOKE's scope, LEMON BROOKE shall also undertake:

- 1. Site observations.
- 2. Submittal review.
- 3. Response to RFI's.
- 4. Construction Document clarification.
- 5. Routine correspondence.
- 6. Plant material selection.

5. Assumptions

The scope of services and fees outlined within this proposal are based upon the following assumptions:

- William Rawn Associates will administer the project, direct LEMON BROOKE's services, define the project schedule, and administer plan-check and bid procedures.
- 2. Professional third party perspective renderings or models can be provided as an additional service or as an addendum to this contract.
- All surveys, base information, engineering consulting (structural, civil, electrical geotechnical, mechanical, etc.), site demolition/preparation, site wiring and photometrics, graphic design, security systems, waterproofing and penetrations through waterproofing will be done by others.
- 4. Repair or replacement of existing walls, curbs, landscape, site lighting and signage not included in this contract unless otherwise noted.
- 5. If irrigation is required, detailed irrigation design to be developed after Schematic Design by irrigation consultant as a sub-contract to Lemon Brooke, LLC.
- LEED is not a part of this work.
- 7. Pricing by others.
- 8. This proposal is based upon a continuous sequence of landscape document development for the above scope of work.

www.lemonbrooke.com

Mr. Andy Jonic Brookline High School – Quad Repairs (rev 1) September 17, 2021 Page 4 of 6

II. Fees Terms & Schedule

To undertake the above scope of services, we recommend the following fee budgets to be established:

Phase	Schedule	Professional Services	Estimated Reimbursables
Design, Documentation & Bidding:	3-4 months	\$40,000 (Fixed)	Included
Construction Administration:	May – August 2022	\$20,000 (Hourly)	\$1,000

Should the scope of work or project schedule change significantly from the above, we would revise this contract before starting work; or once work has commenced, provide the additional services via addendum to this contract before proceeding with further work.

Estimated Outside Services:

Arborist:	Outside Arborist or Town Arborist	
Irrigation Designer:	\$5,000 Estimated	

Scope and fees for outside services after Schematic Design can be verified at the conclusion of the Schematic Design phase when project program, design complexity, team roles, and construction budget are better understood.

Fees will be invoiced monthly on an hourly or percentage-complete-by-phase basis. Reimbursable expenses as set forth in Appendix A, will be included in the fee. Services will be provided and invoiced per the terms of Appendix A (attached).

Billing Rates for additional services shall be provided on an hourly basis as follows:

•	Christian Lemon:	\$ 195
	Principal	
	Jennifer Brooke:	\$ 195
	Principal	
•	Joshua Burgel:	\$150
	Principal	
•	Project Manager:	\$ 125
•	Designer:	\$ 90
•	Staff:	\$ 75

www.lemonbrooke.com

Mr. Andy Jonic Brookline High School – Quad Repairs (rev 1) September 17, 2021 Page 5 of 6

IV. Authorization

We trust this proposal has provided you with sufficient information. If this proposal is agreeable then with your signature below, this will be our legal working contract. If another form of proposal or contract is necessary, please let us know. We look forward to discussing the project further with you and, if you need additional information or detail, please don't hesitate to contact me.

Sincerely,

Christian Lemon, Principal

Accepted:

Andy Jonic

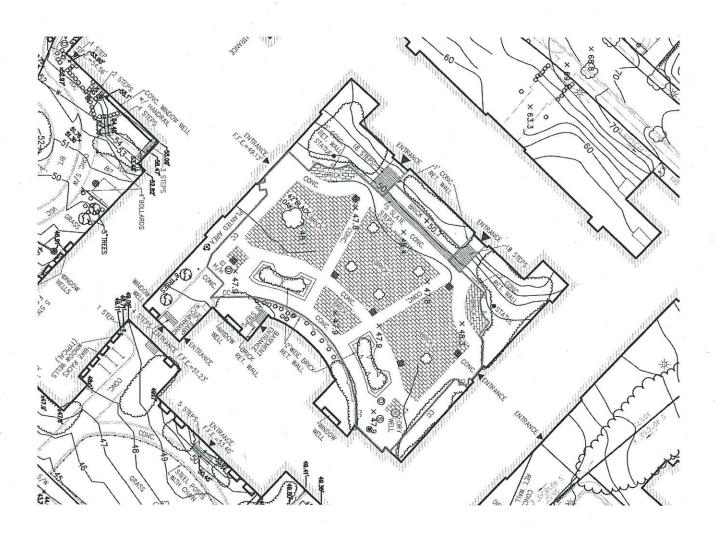
Date

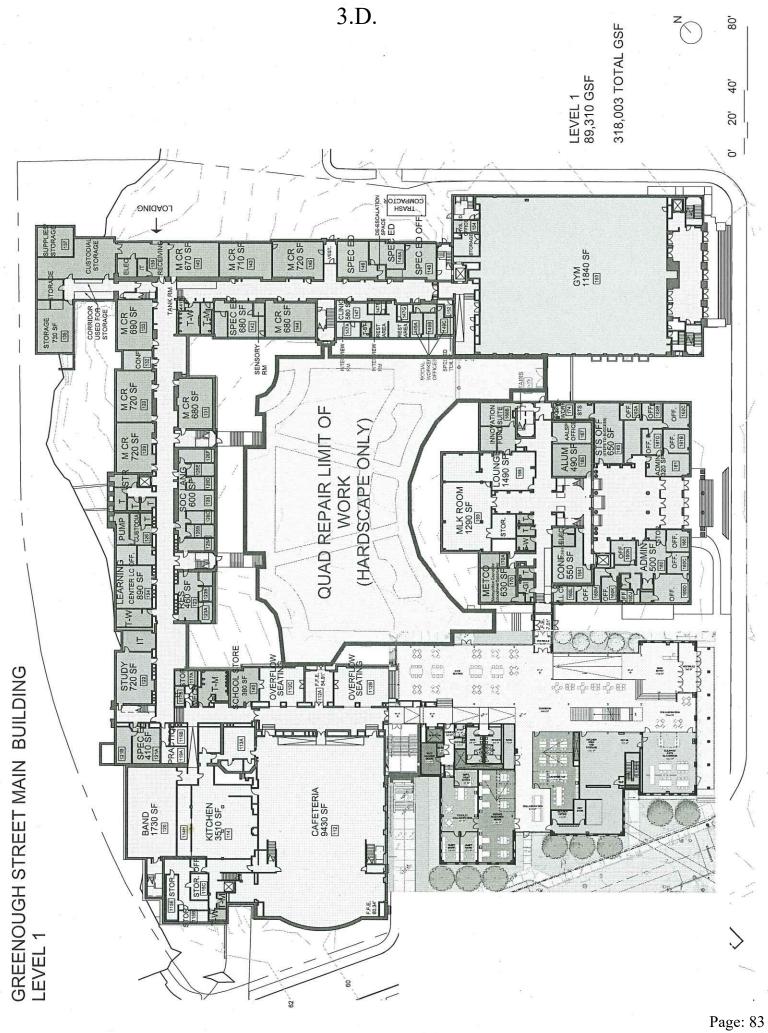
William Rawn Associates, Architects Inc.

Attachment: Appendix A (Terms & Conditions)

Mr. Andy Jonic Brookline High School – Quad Repairs (rev 1) September 17, 2021 Page 6 of 6

ATTACHMENT A - LIMIT OF WORK





November 2, 2021

Mr. Andrew Jonic, AIA LEED BD+C Senior Associate William Rawn Associates, Architects Inc. 10 Post Office Square, Suite 1010 Boston, MA 02109

Reference:

Soil Consulting Services Brookline High School

Dear Mr. Jonic:

Thank you for the opportunity for Universal Environmental Consultants (UEC) to provide professional services.

We are pleased to submit our proposal for the above referenced project.

Should this proposal meet with your approval, kindly execute, and return the enclosed proposal.

Please do not hesitate to call me at (508) 628-5486 if you have questions about this proposal or our services.

Very truly yours,

Universal Environmental Consultants

Ammar M. Dieb

President

UEC:\Proposals\IDM\WRA-Brookline High-Soil.DOC

Enclosure

PROPOSAL FOR SOIL CONSULTING SERVICES AT BROOKLINE HIGH SCHOOL

SCOPE OF SERVICES:

A.	Soil Samples Collection - Collect soil samples and forward to a licensed laboratory	of analysis.
	Samples will be analyzed for the following:	

EPH/PAH.

MCP 14.

Hazardous Waste Characteristics.

Comm 97.

B. Prepare a Final Report – Prepare a Summary Report describing the findings of the investigation and conclusions regarding the concentration and distribution of various metals in soil at the Site.

FEES FOR SERVICES:

Fees for services will be charged on time charge with an estimated not to exceed basis as follows.

Inspector (per hour)	\$	75.00
LSP (per hour)	\$	175.00
Project Manager (per hour)	\$	115.00
Soil Testing (per sample)	\$	1,300.00
The estimated Fee	\$ 8,000.00 - 9	\$ 9,500.00

Proposal Authorized By:

Ammar M. Dieb President

Proposal Accepted by:

Signature:



TOWN of BROOKLINE

Massachusetts BUILDING DEPARTMENT

To: Select Board

From: Anthony Guigli, Project Administrator

Date: 9 November 2021

Re: Michael Driscoll School

Gilbane Building Company Change Order #5 - \$5,508.00

The proposed change order #5 to the contract between the TOB and Gilbane Building Company in the amount of \$5,508.00 is for the Driscoll School Project. It is for brick selection added costs and for the addition of an outdoor floor drain and associated piping which is to be done on a time and materials basis.

The changes were approved by the Building Commission at their meeting this evening and will be presented to the School Committee for approval at their meeting on Thursday of this week.

Please call or email with questions.

Thank you for the consideration of the above.

Cc: D. Bennett



TOWN of BROOKLINE

Massachusetts

BUILDING DEPARTMENT

Daniel Bennett Building Commissioner

TO: Selectboard/School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: Building Envelope & Roof Replacement Program

Building Envelope: Fire Station 4, New Lincoln, LA Toilets

DATE: November 8, 2021

On the Calendar this week, the Building Department has submitted a request for approval of an amendment in the amount of \$49,000.

This continuing appropriation for the noted work was approved by Town Meeting as part of the overall CIP. The design work will commence upon amendment execution and is expected to be completed next August.

The Building Department will be available to answer any questions. Thank you for your consideration.



Russo Barr Associates, Inc.

55 Sixth Road, Suite 6 Woburn, MA 01801

781-273-1537 tel 781-273-1695 fax www.russobarr.com

October 26, 2021

Mr. Raymond Masak, PE Project Manager Brookline Building Department Brookline Town Hall, 3rd Floor 333 Washington Street Brookline, MA 02445

Re:

Cost Proposal:

Designer Services for Building Envelope Repair Program FY 19-21

Additional Buildings

Fire Station #4 Exterior Wall Repairs New Lincoln School Exterior Wall Repairs Larz Anderson Toilets Exterior Wall Repairs

Brookline, Massachusetts

Mr. Masak:

Pursuant to your request, we are pleased to submit our cost proposal to provide additional Designer Services for the referenced project, originally slated for FY19-21 and including 4 buildings. At this time, you would like to add 3 additional buildings to the project, as indicated below. Russo Barr Associates, Inc. shall provide to the Town of Brookline the required Designer Services, which shall include investigation/design development, final construction documents including project specifications & bid documents, bidding services, and construction period services.

Scope of Construction Work

Original Project Scope:

- 1. Edith C. Baker School Window Replacement
- Brookline Main Library Masonry Repairs
- Public Safety Building Masonry Repairs
- 4. Soule Recreation Center Exterior Building Envelope Repairs

Additional Project Scope:

- Fire Station #4 Masonry Repairs, Chimney Repairs, Painting and Sealant Replacement, Owner Budgeted Construction Cost = \$450,961
- New Lincoln School Minor Masonry and Painting Repairs, Sealant Replacement, Owner Budgeted Construction Cost = \$127,503
- 3. Larz Anderson Toilets Masonry Repairs, Chimney Repairs, Painting and Sealant Replacement, Owner Budgeted Construction Cost = \$39,600

Architectural/Engineering Building Envelope Specialists ————

This yields a total Owner budgeted construction cost of **\$618,064**. As the project evolves, we will provide updated construction cost estimates with each design submission.

Designer Scope of Services

We shall provide Additional Designer Services pertaining to the referenced scope of construction work. This work will be performed for the 3 additional buildings, and will be integrated into the existing design documents previously prepared for the original 4 buildings. It is anticipated that the final project will be bid as 2 separate projects.

Investigation/ 60% Design Phase

- Participate in a project start up meeting with all involved parties to discuss the project scope, review the project schedule, and to determine the procedure for accessing the exterior and interior areas.
- 2. Review of all available pertinent project-related information architectural/ structural drawings and specifications, and as-built drawings from previous projects.
- 3. Perform on-site investigation and design development services (60% Design). These services will include the following:
 - Visual examinations of the existing exterior wall conditions (masonry, sealants & windows, as the particular building requires) will be performed as necessary.
 - Interior observations will be performed as necessary.
 - Physical measurements will be performed as necessary to determine quantities and provide any necessary exterior building elevations and drawings.
 - Masonry and/or interior test cuts may be performed if necessary to develop corrective design details.
 - Material samples will be taken to determine the presence of hazardous materials (sealants & mastics).
- 4. Perform in-house evaluation and analysis services. These services will include the following:
 - A review of all pertinent project related information will be performed.
 - A review of all on-site design development work will be performed.
 - A review of the Massachusetts State Building Code relative to project code compliance will be performed.
 - A review of hazardous materials testing results.
 - Estimated quantities relative to deficient conditions will be developed.
 - Repair and replacement product options will be reviewed.
 - Repair and replacement recommendations will be established.
 - Construction cost estimates will be performed.
 - 60% Design CAD architectural/engineering drawings will be produced.
 - Photographic documentation will be developed.
 - Project schedule will be developed.

- 5. Provide a 60% Design Submission, which will contain the following:
 - Observations of existing conditions and deficiencies noted.
 - Test Cut Information.
 - Hazardous materials testing results.
 - MA State Building Code Review.
 - Presentation and discussion of options available for window replacement system and masonry repairs anticipated.
 - Photographic documentation of existing conditions and deficiencies.
 - CAD 60% Design architectural/engineering drawings (plans and exterior wall elevations).
 - Outline Technical Specifications.
 - Construction cost estimates (to be performed by RBA in-house cost estimators).
 - Proposed project schedule.
- 6. Participate in a meeting with the involved parties to review the 60% Design Submission and to establish the agreed upon project scope of work. Subsequent to the meeting we will proceed ahead and finalize the Final Design which will incorporate the agreed upon project scope of work.

Final Design Phase

It is anticipated that there will be two design packages for this project, to be broken up between the 7 total buildings. The scope of the 2 projects will be determined prior to this phase.

- 1. Prepare complete 100% construction documents for the 2 projects, for bid in accordance with Massachusetts Public Procurement procedures, regulations, and laws. The construction documents that we will provide shall include the following: Modify Town "Front End" Bidding & Contract Forms; Division 1-General Requirements; Technical Specifications (Division 2-Division 16 as required); and Architectural/Engineering Drawings. Specifications will be in Construction Specification Institute (CSI) format. Architectural/Engineering drawings will be produced utilizing AutoCAD.
- Perform updated construction cost estimates (to be performed by RBA in-house cost estimators) and an updated proposed project schedule.
- Participate in a meeting with the Owner to review the Final Design construction documents, the updated construction cost estimates, the bidding schedule, and the construction sequence schedule.

Bidding Phase - 2 Bid Packages

- Prepare newspaper advertisements for submission by the Town, Central Register notices to be submitted by the Town.
- Schedule, attend and document 2 on-site pre-bid meetings with representatives of the Owner and prospective bidders to review the proposed project and answer questions.

- 3. Provide clarifications and issue written questions and answers during the bid process including preparing and issuing an addendum as required.
- 4. Attend the bid openings. Review the bidders bid amounts, qualifications and check references including DCAMM contractor file; all in an effort to determine the lowest responsible and eligible bidder. Provide a recommendation letter for contract award to the lowest responsible and eligible bidder.

Construction Administration Phase - 2 Construction Projects

- Project Commencement Assist the Owner in the preparation of the contract between Owner and Contractor. Chair pre-construction meeting to review applicable items including contracts, submittal procedures, construction sequence schedule, subcontractors list, project superintendent, set up and disposal locations, emergency phone numbers, change order procedures, etc.
- Project Administration Review project-related submittals and shop drawings. Review contractor payment requisition forms. Review change order requests. Issue any necessary clarifications to the specifications and detail drawings, during construction. Prepare and issue Construction Control Affidavits as required by the MA State Building Code.

We will provide periodic site visits during the construction to observe and review the job progress. During each site visit, the work progress will be reviewed in an effort to become generally familiar with the progress and quantities of the work and to determine in general if the work is proceeding in accordance with the contract documents. If directed by the Town, a construction meeting with all involved parties will also be held. Meeting minutes to be processed and distributed. Designer shall issue a report to the Owner for each site visit; report shall includes photographs.

3. Project Closeout - Upon notice from the Contractor that substantial completion at each construction phase has been achieved a punchlist inspection will occur and a punchlist will be issued to the Contractor and Owner. Upon notice from the Contractor that final completion has been achieved a final inspection will be conducted to ensure completion has been achieved. Contractor supplied final closeout paperwork (final application for payment, warranties, maintenance manuals, and as-built drawings) will be reviewed to assess completeness; issue review related documents.

Anticipated Project Milestone Schedule

We will commence with the work immediately upon receipt of an executed contract and/or a notice to proceed letter. At this stage we expect a 4-week investigation/60% design phase, a 4-week final design phase, and an 8 to 12 week construction phase. As the project evolves the milestone schedule will be updated.

Additional Cost of Services

We will provide the referenced Additional Designer Scope of Services (investigation, design development, final design, bidding, and construction administration services) for a Basic Services Fee of \$49,500. The following is a milestone schedule of payments broken down by tasks.

Investigation & Design Phases	. \$35,500.00
Bidding Phase	.\$ 2,000.00

Construction Administration Phase \$12,000.00

Total \$49,500.00

Clarifications

Russo Barr Associates, Inc. acknowledges that we will be signing the Town of Brookline's Standard Form of Agreement Between Owner and Architect, AIA Document B141, 1987 Edition, with the Town's Amendments and Supplementary Conditions, Article 12 and Exhibits A-F.

The Basic Services Fees does not include costs to perform masonry and interior test cuts. The town's mason and/or carpenters could perform these services, or if desired, we can obtain proposals to have a contractor perform these services for an additional fee.

The Design Services Basic Services Fees do not include any Designer costs specific to the following: (1) code related deficiencies and/or code compliance issues, beyond those typically encountered within the scope of work included in this proposal; (2) structural engineering analysis and/or calculations for issues or defects that may be encountered due to unforeseen and unanticipated conditions, or unrelated to the scope of this work; (3) mold infiltration; (4) hazardous materials (other than those referenced); and (5) solar PV investigation and design. If additional Design Services pertaining to these items are required, Designer will provide such as authorized by the Owner, for mutually agreed upon additional compensation.

The Basic Services Fees includes typical site visits and punchlist inspection site visits (as referenced in the Construction Administration Phase). If additional site visits during construction are required by the Owner, due to changes in the scope of work or due to construction delay, Designer will provide such as authorized by the Owner, for mutually agreed upon additional compensation.

It is agreed that the Owner shall provide safe access to the sites, exterior areas, and interior areas. Designer will not perform nor subcontract demolition or repair work under this Agreement, and Designer shall not be responsible for any damage to building or contents, resulting from the Work.

We appreciate your consideration of our capabilities and look forward to providing Designer Services to the Town of Brookline for this important project.

Sincerely,

Andrew N. Barr, PE, MCPPO

Principal

T: 781-273-1537 x20 C: 617-686-9369 abarr@russobarr.com



TOWN of BROOKLINE

Massachusetts BUILDING DEPARTMENT

To: Select Board and School Committee

From: Anthony Guigli, Project Administrator

Date: 9 November 2021

Re: New Driscoll School

Jonathan Levi Architects (JLA)

Contract Amendment #17, increase \$107,712.00

Proposed Amendment #17 to the contract between the Town of Brookline and JLA for the New Driscoll School in the amount of \$107,712.00 is for vibration monitoring for a twelve (12) month period during construction. This amendment was approved by the Building Commission at their meeting this evening and will be presented to the School Committee at their meeting on Thursday of this week.

Please call or email with questions.

Thank you for the consideration of the above.

Cc: D. Bennett



TOWN OF BROOKLINE DEPARTMENT OF PUBLIC HEALTH

11 Pierce Street, Brookline, Massachusetts, 02445 Telephone: (617) 730-2303 Facsimile: (617) 730-2296 Email: pmaloney@brooklinema.gov

Patrick J. Maloney, MPAH, CHO, RS Acting Commissioner of Public Health & Human Services

November 8, 2021

Memo: Approval of Grant Funds

To: Brookline Select Board

Attn: Heather Hamilton, Chair of the Brookline Select Board

Chair Hamilton,

The Department of Public Health and Human Services seeks the authorization of the Select Board to accept an award granted by the Massachusetts Department of Public Health (MDPH) in the sum of \$342,000. The grantor will allocate \$171,000 each year over a two year period (FY22 and FY23) to assist our local health department with COVID-19 case investigations and contact tracing.

The funds will allow the Brookline Department of Public Health to respond to community needs as we continue to navigate our way through the pandemic. The full amount awarded will allow the department additional support of two full-time epidemiologists for surveillance, contact tracing, data collection, isolation and quarantine processes.

Thank you for considering this request.

Sincerely,

Patrick J. Maloney, MPAH, CHO, RS

Acting Director of Health and Human Services



The Commonwealth of Massachusetts

Executive Office of Health and Human Services Department of Public Health Bureau of Infectious Disease and Laboratory Sciences 305 South Street, Jamaica Plain, MA 02130

CHARLES D. BAKER Governor

KARYN E. POLITO Lieutenant Governor MARYLOU SUDDERS Secretary MARGRET R. COOKE

Acting Commissioner
Tel: 617-624-6000
www.mass.gov/dph

November 8, 2021

Lesley Archabal, Community Health Specialist Town of Brookline Brookline Department of Public Health 333 Washington Street Brookline, MA 02445 lcraft@brooklinema.gov

Contract number#: <u>INTF5264P01223127060</u>

RE: RFR 223127 Reopen - Local health support for COVID-19 case investigation and contact tracing CFDA# 93.323

The Massachusetts Department of Public Health, Bureau of Infectious Disease and Laboratory Sciences is pleased to inform you that your organization is being awarded funding for the application submitted through the Request for Response for Local health support for COVID-19 case investigation and contact tracing. The start date of your contract will be the date it is executed by the Department. The awarded grant contract amount is indicated below:

FY 2022 Award	\$171,000.00
Start Date – June 30, 2022	
FY 2023 Award	\$171,000.00
July 1, 2022 – June 30, 2023	
Total Maximum Obligation (All Years)	\$342,000.00
Total Manual Congulation (1.11. Turo)	, , , , , , , , , , , , , , , , , , ,

Additional contract conditions:	
NONE	·

On behalf of the Department, I want to thank you for your commitment to improve the health of the people of the Commonwealth.

Sincerely,

Kevin Cranston, MDiv Assistant Commissioner Director, Bureau of Infectious Disease and Laboratory Sciences Massachusetts Department of Public Health



The Commonwealth of Massachusetts Executive Office of Health and Human Services Department of Public Health 250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER Governor KARYN E. POLITO Lieutenant Governor MARYLOU SUDDERS Secretary

MARGRET R. COOKE Acting Commissioner

Tel: 617-624-6000

www.mass.gov/dph

Date: 11/08/2021

To: TOWN OF BROOKLINE

Re: Contract # INTF5264P01223127060

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM

Must be signed, dated and a scanned copy emailed to my attention. Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at www.mass.gov/osc under Guidance for Vendors-Forms or at www.mass.gov/osc under OSD forms.

All attachments must be completed for your contract package to be processed.

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM

A Contractor Authorized Signatory Listing (CASL) form must be signed, scanned and emailed for each new contract or amendment contract package.

If you have any questions, please contact **Lilia Laitouti** at 617-624-5781

A scanned copy of the contract package must be completed by 11/18/2021 and emailed to my attention.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions, which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment.

Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms:

www.mass.gov/lists/osd-forms.					
CONTRACTOR LEGAL NAME: TOWN OF BROOKLINE		GOMMONWEALTH DEPARTMENT NAME: Department of Public Health MMARS Department Code: DPH			
Legal Address: (W-9, W-4):		Business Mailing Address:			
333 WASHINGTON ST BROOKLINE, MA 02445-6853		250 Washington Street, Boston MA 02108			
Contract Manager: Lesley Archabal	Phone: 617-730-2652	Billing Address (if different):			
E-Mail: lcraft@brooklinema.gov	Fax:	Contract Manager: Lilia Laitouti	Phone: 617-624-5781		
Contractor Vendor Code: VC6000191738		E-Mail: Iilia.laitouti2@mass.gov	Fax: 617-624-5017		
Vendor Code Address ID (e.g. "AD001"): AD 001 .		MMARS Doc ID(s): INTF5264P01223127060			
(Note: The Address ld Must be set up for <u>EFT</u> payment	s.)	RFR/Procurement or Other ID Number: 223127			
PROCUREMENT OR EXCEPTION TYPE: (Check of Statewide Contract (OSD or an OSD-designated Dep Collective Purchase (Attach OSD approval, scope, bid Department Procurement (includes all grants 815 C Notice or RFR, and Response or other procurement semengency Contract (Attach justification for emergicant Employment Status For Other Procurement Exception: (Attach authorizing specific exemption or earmark, and exception justification for exemption or earmark, and exception justifications.	partment) udget) MR 2.00) (Solicitation upporting documentation) ency, scope, budget) n, scope, budget) language, legislation with	Amendment: Enter Amendment Amount: \$			
The Standard Contract Form Instructions, Contractor Cert	ifications and the following Co	scope and budget) mmonwealth Terms and Conditions document is incorporated by onwealth Terms and Conditions For Human and Social Services Common			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 342,000.00 PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days% PPD; Payment issued within 15 days% PPD; Payment issued within 20 days% PPD; Payment issued within 30 days% PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.) BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Grants To Non-Public Entities Local health support for COVID-19 case investigation and contact tracing					
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. 2. may be incurred as of, 20, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. 3. were incurred as of, 20, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. CONTRACT END DATE: Contract performance shall terminate as of 06/30_, 2023_, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.					
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:					

(Updated 07/21/2021) Page 1 of 1

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: TOWN OF BROOKLINE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191738

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
·	
	•

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign ontracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

On the public between the spiller designs.	Signature	- Sound State Long and Fig.	Date:
Title:		Telephone:	
Fax:		Email:	

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Sensitivity level – low DPH Form: 8/15/14

3.H.

Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF5264P01223127060

New Contract

Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

Scope of work as defined in RFR 223127 for Local health support for COVID-19 case investigation and contact tracing and the awarded entity response.

Funded entities will expand their epidemiologic staffing, and to the degree necessary their public health nursing and other staff, to accomplish the following public health responsibilities:

- 1. Investigation of 100% of laboratory-confirmed cases of COVID-19 among their residents
- 2. Investigation, with DPH support, of 100% of cluster of cases of COVID-19 among their residents or occurring within their jurisdiction
- 3. Identification of 100% of close contacts as defined by DPH
- 4. Communication by phone, in person, or by electronic means with 100% of cases and close contacts to provide instruction in isolation and quarantine requirements as indicated
- 5. Timely reporting of the status of case/cluster investigation and contact tracing efforts per current public health regulations (105 CMR 300.000) to the Massachusetts Virtual Epidemiologic Network (MAVEN)
- 6. Support for individuals with expressed challenges observing isolation and quarantine instructions, to be coordinated with social services, childcare, nutritional, transportation, housing, mental health, and other practical supports at the local level.
- 7. Conducting of timely and complete analyses of case/cluster data to describe local COVID-19 epidemiology
- 8. Maintaining current staff training and proficiency in MAVEN

 If cl	Contract Amendment noosing amendment you must check off one of the three types below and provide explanation
	Increase Include a clear explanation of what the funding change will support in terms of additional services.
	Decrease Include a clear explanation of what the funding change will support in terms of additional services.
	Other Include a clear explanation of what the funding change will support in terms of additional services.

Created 7/11/2011/Updated 4/14/2021

Department of Public Health

Vendor Name TOWN OF BROOKLINE			DPH BureawProgram Name BIDLS - Bureau of Infectious Disease & Laboratory Sciences				
Vendor Code VC6000191738		Fiscal Year 22 - Annualized	Contract Number	P01223127060	RFR#	Today's Data	
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TOTAL 1+2+3+4		\$ -	\$ -	\$			

\$ 171,000.00

3.I.

MASTER LEASE PURCHASE AGREEMENT

Lessee Town of Brookline 333 Washington Street Brookline, MA 02445 Lessor Santander Bank, N.A. 3 Huntington Quadrangle, #101N Melville, NY 11747

Dated as of November 19, 2021

This Master Lease Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable Schedule.

Definitions

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement' means this Master Lease Purchase Agreement.

"Budget Year" means the Lessee's fiscal year.

"Commencement Date" is the date when Lessee's obligation to pay rent begins.

"Equipment" means the items of Equipment listed on Exhibit "A" to each Schedule and all replacements, restorations, modifications and improvements.

"Lease" means this Agreement and an individual Schedule hereto, which shall collectively constitute the terms and conditions applicable to the lease of the Equipment subject thereto.

"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement and a Schedule.

"Lessor" means the entity originally listed above as Lessor or any of its assignees.

"Lease Term" means the Original Term and all Renewal Terms applicable to a Lease.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.

"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B" to each Schedule made subject thereto. "Schedule" means a schedule substantially in the form attached hereto and all exhibits thereto pursuant to which Lessor and Lessee agree to the lease of the Equipment described therein and which together with the terms of the Agreement applicable thereto constitutes an individual Lease.

"State" means the state in which Lessee is located.

II. Lessee Warranties

Section 2.01. With respect to each Lease, Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

(a) Lessee is the State or a political subdivision of the State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") or a constituted authority authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the treasury regulations promulgated under the Code.

- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and each Schedule, and has used such authority to properly execute and deliver this Agreement and each Schedule. Lessee has followed all proper procedures of its governing body in executing this Agreement and each Schedule. The Officer of Lessee executing this Agreement and each Schedule has the authority to execute and deliver this Agreement and such Schedule. This Agreement and each Schedule constitute a legal, valid, binding and enforceable obligation of the Lessee in accordance with their terms.
- (c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement and each Schedule.

(d) Lessee shall use the Equipment only for essential, traditional government purposes.

(e) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under any Lease ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on any Lease to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.

(f) Lessee has never non-appropriated funds under an agreement similar to this Agreement.

(a) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code with respect to each Lease.

(h) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.

(i) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.

(j) Lessee presently intends to continue each Lease for the Original Term and all Renewal Terms as set forth on Exhibit "B" to the Schedule relating thereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an escrow account, then immediately following the execution and delivery of any Schedule, Lessor and Lessee agree to execute and deliver and to cause an escrow agent to execute and deliver an escrow agreement. Such Lease shall take effect only upon execution and delivery of the escrow agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the escrow agent for credit to an equipment acquisition fund the sum specified in such Schedule which shall be held, invested and disbursed in accordance with the escrow agreement.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition: Lessee shall advise Lessor of its desire to lease Equipment and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of such Equipment and such terms, Lessee shall be solely responsible for the ordering of the Equipment and the delivery and installation thereof. Lessor shall furnish to Lessee a Schedule relating to such Equipment, which shall become effective upon the execution and delivery of such Schedule, all documents contemplated hereby and thereby with respect to such Schedule, and the earlier of Lessee's written acceptance of such Equipment or the deposit into escrow of moneys to pay for such Equipment as provided in Section 2.02. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have concurred in writing to the lease of such Equipment.

Section 3.02. Rental Payments. Lessee shall promptly pay Rental Payments under each Schedule, from any and all legally available funds, exclusively to Lessor or its assignees, in lawful money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN

3.I.

ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. With respect to each Schedule, upon 30 days written notice, Lessee shall have the option to pay, in addition to any Rental Payment due thereunder, the corresponding Purchase Option Price which is listed on the same line on Exhibit B to such Schedule. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment subject to such Lease to Lessee.

Section 3.05, Lease Term. The Lease Term of each Lease shall be the Original Term and all Renewal Terms thereunder until all the Rental Payments due thereunder are paid as set forth in the applicable Schedule except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated a Lease pursuant to Section 4.01 hereof then the Lease Term for such Lease shall be extended into the next Renewal Term and the Lessee shall be obligated to make the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE

INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term under any Lease, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term with respect to such Lease. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under such Lease for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under such Lease regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment subject to such Lease to Lessor as provided herein and conveyed to Lessor or released its interest in such Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" to the Schedule for such Lease which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver such Equipment to Lessor, then Lessor may enter the premises where such Equipment is located and t

V. Insurance, Damage, Insufficiency of Proceeds, Lessee Negligence

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the term of any Lease. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.

(c) Provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in (a) and (b) above. Lessee shall furnish Lessor evidence of such self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty 30 days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout each Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds

to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any state or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses including reasonable attorneys' fees of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 with respect to such Lease or in the event Lessee defaults under Section 9.01 with respect to such Lease. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A" to each Schedule. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf

of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement and each Lessee authorizes Lessor to record such documentation as necessary for Lessor to perfect its security interest.

Section 6.03. <u>Personal Property</u>. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to each Lease may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a registered owner for lease participation certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due under each Lease to or at the direction of Lessor or the assignee named in the notice of assignment. Lessee shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Lessee. None of Lessee's right, title and interest under this Agreement, each Lease and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally

recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicles, then Lessee is responsible for obtaining such titles from the State and also for ensuring that Lessor is listed as first lien holder on all of the titles. Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" with respect to a Lease:

(a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" to the Schedule for fifteen 15 days after such payment is due according to the

Payment Date listed on Exhibit "B".

(b) Failure to pay any other payment required to be paid under this Agreement and the Schedule at the time specified herein and therein and a continuation of said failure for a period of fifteen 15 days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement or the Schedule for a period of thirty 30 days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental

Payments and other payments discussed above.

- (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement or the Schedule which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement or the applicable Schedule.
- (e) Any provision of this Agreement or the Schedule which ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor.
- (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists with respect to any Lease, Lessor shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating the Lease, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the

then current Budget Year to be immediately due and payable.

- (b) With or without terminating the Lease, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment subject thereto to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver such Equipment, Lessor may enter the premises where such Equipment is located and take possession of such Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of such Equipment, Lessee shall still be obligated to pay the remaining Rental Payments under the Lease due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to such Equipment caused by Lessee or its employees or agents.
 - Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof,

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement and each Schedule shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Sever ability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement and each Lease may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement

Section 10.07. Entire Writing. This Agreement and all Schedules executed hereunder constitute the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or any Lease or the

Equipment leased thereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement or any Lease will not be binding on Lessor and will not apply to this Agreement or any Lease.

Section 10.08. Jurisdiction and Venue. Lessee irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New York, over any suit, action or proceeding arising out of or relating to this Agreement. Lessee irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Lessee hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Lessee's address shown in this Agreement or as notified to the Lessor and (ii) by serving the same upon the Lessee in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Lessee.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lessee	: Town of Brookline	Lessor: Santander Bank, N.A.		
Ву:	Darrel Buhal	Ву:		
Typed:	DAVINO C GERNALANCIS	Typed:		
Title:	Chief Progrend Office	Title:		
Date:	November 16 wy	Date:		

Lessee: Town of Brookline

3EXHIBIT A

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT

RE: Master Lease Purchase Agreement dated as of November 19, 2021 between Santander Bank, N.A. (Lessor) and Town of Brookline (Lessee) and Schedule No. 002-0027479-000.

Quantity	Year	VIN #/Serial Number	Type, Make, Model
1			Volvo L120H Wheel Loader
1	2021		Chevrolet Silverado CK56403 Med Duty 4WD Reg Cab
1			Brush Bandit Chipper Intimidator 15XP (15" Drum Style)

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

BILLING ADDRESS: 333 Washington Street, Brookline, MA 02445

Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

BY: Dave Ishae	BY:
TYPED: DAYNO C GEONOLACIO	TYPED:
TITLE: Chebraunent Other	TITLE:
DATE: Naenhor 16, vory	DATE:

Lessor: Santander Bank, N.A.

SCHEDULE OF PAYMENTS

RE: Master Lease Purchase Agreement dated as of November 19, 2021 between Santander Bank, N.A. (Lessor) and Town of Brookline (Lessee) and Schedule No. 002-0027479-000.

Interest Rate = 0.79% **Amount Financed = \$469,476.99** Start Date = 11/19/2021

	Date	Payment	Interest	Principal	Balance	Purchase Price*
	11/19/2021				469,476.99	 -
1	11/19/2021	157,485.74	0.00	157,485.74	311,991.25	
2	8/1/2022	157,485.74	1,745.85	155,739.89	156,251.36	156,251.36
3	8/1/2023	157,485.74	1,234.38	156,251.36	0.00	0.00
Grand T	otals	472,457.22	2,980.23	469,476.99		

Lessee: Town of Brookline

BY:

TYPED: DOWN C GEDNALDON

DATE: Noule 16, wy

^{*}Assumes that all rental payments and other amounts due on and prior to that date have been paid.



TOWN OF BROOKLINE Massachusetts

OFFICE OF TOWN COUNSEL

Patricia Correa, First Assistant Town Counsel John J. Buchheit, Associate Town Counsel Jonathan Simpson, Associate Town Counsel Michael Downey, Associate Town Counsel

November 16, 2021

Santander Bank, N.A.
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

Re:

Master Lease Purchase Agreement dated as of November 19, 2021, between Santander Bank, N.A. (Lessor) and Town of Brookline (Lessee) and Schedule No. 002-0027479-000.

To Whom It May Concern:

As legal counsel to the Town of Brookline, MA (hereinafter referred to as "Lessee"), I have examined the foregoing Agreement and Schedule (the "Lease") and such other opinions, documents and matters of law, as I have deemed necessary in connection with this Lease. Based on the foregoing, I am of the following opinions:

- 1. Lessee is the State or a duly organized political subdivision of the State within the meaning of Section 103 the Internal Revenue Code of 1986, as amended (the Code), or a constituted authority authorized to issue obligations on behalf of the State of a political subdivision thereof within the meaning of the treasury regulations promulgated under the Code.
- 2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease. The Lease and the other documents either attached hereto or required herein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms.
- 3. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
- 4. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment. All capitalized terms herein shall have the same meaning as in the foregoing Agreement.

5. The above opinion is for the sole benefit of the Lessor listed above and can only be relied upon by the Lessor or any permitted assignee or sub assignee of Lessor under the Lease.

John J. Buchheit, Esq.

EXHIBIT E

LESSEE RESOLUTION

RE: Master Lease Purchase Agreement dated as of November 19, 2021 between Santander Bank, N.A. (Lessor) and Town of Brookline (Lessee) and Schedule No. 002-0027479-000.

At a duly called meeting of the Town of Brookline, MA SelectBoard, Governing Body of the Lessee (as defined in the Agreement) held on November 16, 2021 the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

- 1. **Determination of Need**. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 002-0027479-000 to the Master Lease Purchase Agreement dated as of 11/19/2021, between Town of Brookline (Lessee) and Santander Bank, N.A. (Lessor).
- 2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule.

Authorized Individual(s): <u>David Geanakakis, Chief Procurement Officer, Melvin Kleckner, Town Administrator</u>

(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

	Ву:
	•
	
	Town of Brookline SelectBoard
Attested By:	
	(Signature of one additional person who can witness the passage of this Resolution)

ZEXHIBIT F

BANK QUALIFIED CERTIFICATE

RE: Master Lease Purchase Agreement dated as of November 19, 2021 between Santander Bank, N.A. (Lessor) and Town of Brookline (Lessee) and Schedule No. 002-0027479-000.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of taxexempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

- 1. **Designation as Qualified Tax-Exempt Obligation**. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
- 2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Bv:		
(Signature	e of individual authorized to execute this Exhibit)	
Typed Name:	Justin Casanova Davis, Acting Town Treasurer	
. , ,	(Typed name of individual who signed directly above)	

EXHIBIT H

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of November 19, 2021 between Santander Bank, N.A. (Lessor) and Town of Brookline (Lessee) and Schedule No. 002-0027479-000.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement (the "Lease"). I hereby certify that:

- 1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- 2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.

3.	During the term of the Lease, the	e Equipment will t	oe usea for e	essential governmental	tunctions.	Sucn
	functions are:					
	Depar treet	JE Publice	Udore	e Operation	~	

4.	The source of funds (fund Item Lease is as follows:	i in budget) for th	e Rental Paym	ents that come du	e under Exhibit B of thi
	Ponnal	(pudget			·
		<u> </u>			· · · · · · · · · · · · · · · · · · ·

I budget pla

Lessee: Town of Brookline

BY: Paul Su

TYPED: DANGE C GESTAKLAL

TITLE: Chief Promet off

DATE: John 16 204

Internal Escrow Letter

November 19, 2021

Santander Bank, N.A. 3 Huntington Quadrangle, Suite 101N Melville, NY 11747

RE: Master Lease Purchase Agreement dated as of November 19, 2021 between Santander Bank, N.A. (Lessor) and Town of Brookline (Lessee) and Schedule No. 002-0027479-000.

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing the equipment listed in Attachment #1 (the "Equipment") in the amount of \$469,476.99 (the "Financed Amount"). Lessee hereby requests that Lessor retain \$469,476.99 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected, and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged to Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Lessee: Town of Brookline

TYPED: DAY O C GONDOLLACE

TITLE: Check hound och

DATE: Donle 12 22

Internal Escrow Letter Attachment #1 Schedule #: 00x-0000000-000

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
1		Volvo	L120H Wheel Loader		\$307,400.00
1		Bandit Industries	Brush Chipper Intimidator 15XP (15" Drum Style)		\$64,970.75
1	2021	Chevrolet	Silverado CK56403 Med Duty 4WD Reg Cab w/ Options		\$97,106.24
				Total Amount Financed	\$469,476.99



TOWN OF BROOKLINE

Massachusetts

333 Washington Street Brookline, MA 02445 617-730-2195 Fax: 617-264-6446

DEPARTMENT OF FINANCE

PURCHASING DIVISION

DAVID C. GEANAKAKIS Chief Procurement Officer

SELF INSURANCE INFORMATION CERTIFICATE

November 16, 2021

Bruce Block, Senior Vice President, CEVF, Municipal Markets Santander Bank, N.A. 18685 Main Street, Suite 101-601 Huntington Beach, CA 92648

RE: Self Insurance for Equipment under Master Lease Purchase Agreement dated as of November 19, 2021 between Santander Bank, N.A. (Lessor) and Town of Brookline (Lessee) and Schedule No. 002-0027479-000

To Whom it May Concern,

This letter confirms that all vehicles and equipment used by the Town and subject to the Lease referenced above, is under the Town of Brookline's program of self-insurance, which includes physical damage and liability coverage. Under Massachusetts General Law, including Chapters 90 and 258, the Town of Brookline is authorized to maintain this form of self insurance.

In addition, this letter confirms that our program of self insurance is: (a) primary to any other insurance that may be available; and (b) continuous and in full force and effect without renewal. Should the Town choose to not self insure, the Town will provide coverage as required under the Lease.

Sincerely,

David C. Geanakakis Chief Procurement Officer

Town of Brookline, MA



Town of Brookline

Massachusetts

Department of Planning and Community Development

Town Hall, 3rd Floor 333 Washington Street Brookline, MA 02445 (617) 730-2130 Fax (617) 730-2442 TTY (617) 730-2327 ASteinfeld@brooklinema.gov

> Kara Brewton Director

Memorandum

To:

Select Board members

From:

David Guzman, Housing Planner

Date:

10/27/2021

Ref:

Approval of HOME FY22 Subrecipient Agreement Amendment

Enclosed is the FY22 HOME Subrecipient Agreement Amendment.

It has been reviewed and approved by the Town's Counsel Office.

The agreement/amendment will require your authorization and signature. This Contract binds Town's obligations of administering the HOME Investments Partnership Program with the WestMetro HOME Consortium to further affordable housing initiatives.

Checklist/ Slip routeL

1.	Drafting/Review[1) by: 602 mars.	Date /0/13
2.	Legal/Review	by: Bruttheit.	Date 10/15
3.	Select Board approval] by:	Date
4.	Chief Exec. Certification / Town's Clerk	l by:	Date

Please return the signed documents to:

Planning and Community Development Attn: David Guzman, Housing Planner Room 309 Brookline Town Hall



Town of Brookline

Massachusetts

Department of Planning and Community Development

Town Hall, 3rd Floor 333 Washington Street Brookline, MA 02445 (617) 730-2130 Fax (617) 730-2442 TTY (617) 730-2327 ASteinfeld@brooklinema.gov

> Kara Brewton Director

Memorandum

To:

John Buchheit, Associate Town Counsel

From:

David Guzman, Housing Planner

Date:

10/13/2021

Ref:

Legal review of HOME FY22 Subrecipient Agreement Amendment

Enclosed is the FY22 HOME Subrecipient Agreement Amendment.

I'd appreciate your legal review and signature on pages 3 and 21. When review it, please return the document to the Planning and Community Development department, ATTN: David Guzman, Housing Planner.

The amendment will require authorization and signatures from the Select Board. The Planning department will take care of them.

AMENDMENT #1 TO THE WESTMETRO HOME CONSORTIUM HOME INVESTMENT PARTERSHIPS PROGRAM SUBRECIPIENT AGREEMENT

This AMENDMENT to the WestMetro HOME Consortium HOME Investment Partnerships Subrecipient Agreement (the "Amendment"), is made as of the ______ day of October 2021, by and between the Town of Brookline (hereinafter the "Member Community" or "Member Community and Subrecipient"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts and the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as "the CITY", acting by and through its Director of Planning and Development or his/her designated staff, but without personal liability to him/her, or his/her staff, acting as lead entity for the WestMetro HOME Consortium (hereinafter the "Representative Member").

WHEREAS, the Towns of Bedford, Belmont, Brookline, Concord, Lexington, Natick, Needham, Sudbury, Watertown and Wayland, and the Cities of Framingham, Newton and Waltham have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter "HUD") for purposes of receiving HOME Investment Partnership (hereinafter "HOME") (CFDA 14.239), Program funds in the name of the WestMetro HOME Consortium under provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) (hereinafter the "National Affordable Housing Act"); and

WHEREAS, the CITY is the Representative Member of the Consortium under the provisions of the Mutual Cooperation Agreement (MCA) dated June 26, 2013, as amended, by and between the municipalities of the WestMetro HOME Consortium (hereinafter referred to as the "Consortium"); and

WHEREAS, the WestMetro HOME Consortium has adopted a Consolidated Plan for Program Years 2021 – 2025 (hereinafter the "Consolidated Plan") and FY22 Annual Action Plan (hereinafter the "Action Plan"); and

Whereas, the Member Community executed an initial WestMetro HOME Consortium HOME Investment Partnerships Subrecipient Agreement dated November 18, 2020 (the "Agreement") with the City with said purpose to affect a specified portion of the FY21HOME Investment Partnerships Program approved by the HUD Agreement in accordance with the policies expressed by and declared in the National Affordable Housing Act; and

WHEREAS, pursuant to said purpose the Member Community is undertaking certain new activities related to its FY22 Action Plan and desires to engage the Representative Member as the Administrative Agent to render certain assistance in such undertakings; and

WHEREAS, this Amendment sets forth the terms and conditions under which the Member Community will become the recipient of said funding;

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties mutually agree as follows:

1. All references to FY21 and HM21 shall be deleted and substituted with the following:

FY22 and HM22

2. The following attachments are hereby incorporated into this Amendment:

Schedule A -Funding Amount and Project Budgets

Schedule B – HOME Projects

Schedule C - Work Program and Schedule

Schedule D - Release and Processing of HOME Funds

Schedule E - Financial Management

Schedule F - Insurance

Schedule G – Certificate of Execution and Chief Executive Certification

Schedule H- Forms

• Part 200 Subpart F Single Audit Certification

IN WITNESS WHEREOF, the parties hereto have made this Agreement in triplicate as of the day first written above and made binding upon signature by Her Honor, the Mayor of the City of Newton, Middlesex County, Massachusetts.

MEMBER COMMUNITY/SUI	BRECIPIENT DESIGNEE	
BY:		
Name	/ Title	Date
Approved as to form only, not s	` -	
John Buchheit	, Legal Counsel	
CITY OF NEWTON – DEPAR	TMENT OF PLANNING AND D	EVELOPMENT
BY: Director of Planning		
Director of Plannin	ng and Development	
	2022-571500 in the amount of \$21,2 2022-579700 in the amount of \$211	
BY:	counts	
Comptroller of Ac	counts	
Approved as to legal form and	character:	
BY:		
Assistant City Sol	icitor	
Contract Approved		
BY:		AMAZINIA TERRITORIA TERRITORIA TERRITORIA TERRITORIA TERRITORIA TERRITORIA TERRITORIA TERRITORIA TERRITORIA TE
Mayor	/ Date	

SCHEDULE A FUNDING AMOUNT AND PROJECT BUDGET(S)

1. AMOUNT OF FUNDS. The CITY hereby agrees to provide HOME Program funds to the Town of Brookline (the Member Community) in the amount of Two Hundred and Thirty-Three Thousand, One Hundred Dollars (\$233,100.00) said amount to be subject to the terms of this Agreement and as set forth within Schedule A herein.

2. PROJECT BUDGET.

a. While it is understood that the overall program budget for the subject program may be derived from a variety of funding sources assembled by the Member Community, the CITY and the Member Community agree that the HOME Program Project budget shall consist of and be limited to the following object(s) of expenditure:

ITEMS	BUDGET
Projects and Programs (See description in Schedule B)	\$211,900.00
Brookline HOME Administration	\$ 21,200.00
TOTAL FUNDS	\$233,100.00

- b. The Member Community agrees to maintain the financial and program documentation in project files as shall clearly establish the relationship of the HOME Program portion of the overall Project budget and low- and moderate-income persons benefiting from program services consistent with the requirements as stated in **Schedule B**, **HOME Project**, Paragraph 4 herein.
- 3. MATCHING FUNDS. Each Member Community must make contributions to housing that qualifies as affordable housing under the HOME program, throughout a fiscal year. The contributions must total not less than 25 percent of the funds drawn from the Consortium's HOME Investment Trust Fund Treasury account, as established by the Representative Member, in that fiscal year. The Member Community agrees to adhere to the HOME Program matching requirements as set forth in 92.218 92.222.
 - a. Match Liability. Any Member Community that is not able to obtain sufficient match for its Projects or to reach agreement with another Member(s) to transfer all or a portion of that Member Community's match credit, may lose an amount in the next funding year equal to the amount, if any, lost to the Consortium. These funds may be reallocated by the Consortium Council. If, however, the Consortium Council determines that the loss of funds was not the fault of the Member Community, the Council may waive recapture.
 - b. **Match Tracking**. The CITY must maintain accurate and timely tracking systems to meet the Consortium's match obligations. In order to accomplish this, each

Member Community must agree to document and report all incurred non-federal sources of match utilized respective to ongoing HOME projects over the course of the fiscal year to ensure fulfillment of the match obligation.

4. **EXPENDITURES.** The Member Community agrees that expenditures under this HOME Project shall be limited to the provision of the activities as described within Schedule B, HOME Project herein, and shall meet the eligibility and cost allowability standards referenced within General Provisions, Paragraph 4, Financial and Management Standards.

5. BUDGET CHANGES and SUBSTANTIAL AMENDMENTS.

- a. Except for changes made in accordance with subsection (b) below, alterations in the approved use of budgeted funds shall be subject to prior review by the CITY.
- b. Funds may be shifted through Substantial Amendment procedures outlined in the WestMetro HOME Consortium Guidelines and Citizen Participation Plan and require prior approval of the CITY. Actions resulting in a change in the aforementioned Project(s) or the FY21 Annual Action Plan and/or exceeding twenty-five percent (25%) of the line item total from which the funds are being removed or to which the funds are being added require a Substantial Amendment.
- c. Upon identification of new projects and activities not previously identified in the FY21 Annual Action Plan, the Member Community agrees to review with the CITY to ensure eligibility, capacity and compliance.
- d. The Member Community is responsible for facilitating and obtaining all local legislative and executive approvals required for substantial amendments.
- e. The aforementioned terms apply to any Member Community in receipt of Consolidated Pool Funds without amending the agreement outlined herein.
- f. Any costs and expenses not covered by the project Budget, and hence not properly payable from HOME funds shall be borne entirely by the Member Community.

SCHEDULE B

HOME PROJECT(S)

- 1. SCOPE OF SERVICES. The services to be performed pursuant to this Agreement shall be those specified in the FY21 FY25 Consolidated Plan and FY21 Annual Action Plan as submitted by the Representative Member and approved by HUD as that Consolidated Plan now reads or as it may later be modified or amended in accordance with regulations promulgated by HUD.
- 2. LOCATION.

Town of Brookline Department of Planning and Community Development 333 Washington Street Brookline, MA 02445

- 3. PROGRAM DESCRIPTIONS. The Member Community shall perform and carry out in a satisfactory and proper manner, the services described in the aforementioned Scope of Work and FY21 HOME Annual Action Plan, as determined reasonably and fairly by the CITY, and in compliance with the HOME Program Regulations 24 CFR 92.200-92.215, as applicable. Services consist of the provision of the following programs and activities:
 - a. **Housing Development:** Funds will be used in the development of the Brookline Housing Authority Strategic Initiative
 - b. **HOME Administration:** Funds will be used to support the administration of HOME programs and activities.
- 4. LOW AND MODERATE-INCOME TARGETING. The Member Community shall comply with HOME Program regulation 24 CFR 92.216-92.217 concerning income targeting and occupancy requirements for low and moderate-income housing.
 - a. Tenant-Based Rental Assistance/ Rental Units. Not less than 90% of households receiving such assistance earn annual incomes at or below 60% of the Area Median Income (AMI), as determined by the U.S. Department of Housing and Urban Development at the time of occupancy or at the time finds are invested.
 - i. The remainder of households receiving such assistance qualify as low-income families, earning at or below 80% of the AMI at the time of occupancy or at the time funds are invested.
 - b. **Homeownership.** 100% of funds must be invested in dwelling units that are occupied by households qualifying as low-income families, earning at or below 80% of the AMI.

5. PROGRAM GOALS AND PERFORMANCE. The HOME Project(s) currently anticipates providing strategic development assistance to Brookline Housing Authority portfolio.

The Member Community and Subrecipient must estimate the number of low-to-moderate income individuals, households and units to be assisted in accordance with the goal outcome indicators outlined in proposed substantial amendments and/or the FY21 (FFY20) Annual Action Plan, FY21 – FY25 Consolidated Plan.

In addition, the Member Community and Subrecipient must summarize achievement of these numerical goals and describe the extent to which these outcomes and benchmarks are being realized through the Member Community's aforementioned activities as part of the Consolidated Annual Performance and Evaluation Report (CAPER), in conformance with 24 CFR 91.520. As part of the CAPER, Member Communities must on an annual basis report to the CITY a description of the resources made available, the investment of available resources, the geographic distribution and location(s) of investments, the families and persons assisted, actions taken to affirmatively further fair housing, and other actions as indicated in the Consolidated and Annual Action Plans.

The Member Community shall be responsible for ensuring that the program goals and performance are substantially met during the contract period in accordance with 2 CFR 200.301. The CITY shall utilize the information to evaluate the Member Community's performance in meeting its program goals and achieving its desired outcomes. If the CITY and/or HUD determines that the Member Community is not substantially meeting its program goals and/or is not working toward the desired program outcomes, the CITY will take such action as necessary to rectify the problem.

6. PROPERTY STANDARDS and ACCESSIBILITY. The Member Community must ensure that applicable projects meet the property, rehabilitation and accessibility standards in accordance with HOME Program regulations 24 CFR 92.251, WestMetro HOME Consortium Construction Guidelines, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA) and the Fair Housing Act.

1. QUALIFICATIONS AS AFFORDABLE HOUSING

- a) HOME Affordability. The Member Community shall ensure that all assisted HOME Units must meet the occupancy and affordability requirements as set forth in HOME Program regulation 24 CFR 92.252 or 24 CFR 92.254 or as applicable.
- b) Current Household Income Limits. Assisted household income levels shall not exceed limits published by HUD and current at the time of initial marketing. The actual income limits are determined by HUD and published annually in the Federal Register.

Current HOME Household Income Limits, effective June 1, 2021;

HOME Program Eligibility Limits

Number in	30% of AMI	50% of AMI	60% of AMI
Household	(Extremely Low)	(Very Low)	
1	\$28,200	\$47,000	\$ 56,400
2	\$32,200	\$53,700	\$ 64,440
3	\$36,250	\$60,400	\$ 72,480
4	\$40,250	\$67,100	\$ 80,520
5	\$43,500	\$72,500	\$ 87,000
6	\$46,700	\$77,850	\$ 93,420
7 .	\$49,950	\$83,250	\$ 99,900
8 or more	\$53,150	\$88,600	\$106,320

c) HOME Rent Limits. Rents for assisted HOME Units will be set at a level meeting all of the requirements under the HOME program regulation 24 CFR 92.252. The rents will not exceed the maximum HOME rent limits as determined by HUD. The CITY shall provide the MEMBER COMMUNITY an initial schedule of HOME rents. Subrecipients of the MEMBER COMMUNITY shall provide annual rents and occupancy status of the HOME Units to the Member Community to demonstrate compliance with 24 CFR 92.252. The MEMBER COMMUNITY must review the submitted rents for compliance and approve or disapprove them every year. The rents shall not exceed the maximum HOME rent limits as determined by HUD.

Current Maximum HOME Program Rent Limits (effective June 1, 2021) are:

Number of Bedrooms	Low HOME Rents	High HOME Maximum Rents
1 Bedroom:	\$ 1,265	\$1,618
2 Bedroom:	\$ 1,510	\$1,943
3 Bedroom:	\$ 1,745	\$2,236
4 Bedroom:	\$ 1,946	\$2,475

Tenant Based Rental Assistance. For communities operating a TBRA program, individual payment and rent standards must be established by individual Member Communities.

d) Maximum Per Unit Subsidy Amount: The most current subsidy levels to be used in any project shall be calculated at the time the CITY approves the final development pro forma, but in any event, not later than the date the Member Community requests set-up in IDIS. The proposed HOME funded subsidy levels shall not exceed limits published by HUD and shall be current at the time of set-up in IDIS. Use of HOME funds together with other Federal funds shall comply with HOME Program regulation 24 CFR 92.250(b) and the Consortium guidelines prohibiting excessive layering of Federal funds.

The current HUD limits, effective June 4, 2020, are:

Unit size	HUD limits
1 BR	\$175,752
2 BR	\$213,718
3 BR	\$276,428
4 BR	\$303,490

- **8. ADMINISTRATIVE RESPONSIBILITIES.** As a member in the WestMetro HOME Consortium Council, each Member Community must assign a designee that participates regularly in Council activities, which includes, but is not limited to:
 - a. Attending quarterly meetings of the Council;
 - b. Responding and communicating within a timely fashion
 - c. Providing information and assistance as is required for the preparation, completion and submission of the Consolidated Plan, Annual Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER), and/or other plans and reports as needed, in accordance with 24 CFR 92.509;
 - d. Obtaining all local legislative and executive approvals;
 - 9. SUBAWARDS. Member Communities must manage all aspects of project and program implementation relative to the PROGRAM DESCRIPTIONS outlined in Paragraph 3, coordinating with the CITY as the Representative Member, and complying with all federal requirements, as applicable, including the following:
 - a. Prior to the commitment and execution of agreement, the Member Community must ensure completion of the following HOME Program requirements in order to proceed with the encumbering of funds:
 - i. Project Scoping and Eligibility. Completion of project scoping and eligibility analysis with the CITY using the Comprehensive Checklist;
 - Member Communities must complete and submit the Comprehensive Checklist, Project Set-Up Report and Budget Transfer Forms to the CITY.
 - o A Project is defined as having a unique address in which rehabilitation and/or new construction can reasonably be expected to start within 12 months of the HOME Funding Agreement date; or if the Project consists of acquisition, the property title will be transferred to the Member Community or purchaser with six months of the agreement date; or if the Project consists of tenant-based rental assistance, the Member Community or subrecipient has entered into a rental assistance contract with the owner or the tenant in accordance with the provisions of HOME Program Regulation §92.209.

- ii. Underwriting and Subsidy Layering. Completion or coordination of underwriting and subsidy layering analysis; or market needs assessment, in accordance with 92.250(b);
- iii. Environmental Review Record. Completion of Environmental Review Records for review and approval by the CITY as the Representative Member and Responsible Entity. Once satisfactory, the CITY will work with the Member Community to coordinate the posting of notices, including but not limited to the Notice of Intent to Request a Release of Funds, Findings of No Significant Impact or Environmental Impact Statements with appropriate parties and stakeholders; upon conclusion of the notice period the City will submit to HUD the aforementioned notices and evidence of posting to HUD. The Release of Funds is contingent upon the satisfactory completion of 24 CFR Part 35. Member Communities and Subrecipients are prohibited from engaging in any choice-limiting actions;
- iv. Labor Compliance. Collection and maintenance of all required Davis Bacon Labor, M/WBE and Section 3 compliance materials in accordance with all applicable state and federal labor laws, including but not limited to the Davis/Bacon Act, 40 U.S.C. 27a-5 et seq., as applicable pursuant to HOME Program regulation 24 CFR 92.354. The Member Community must collect and review all Certified Payroll Reports, Statements of Compliance, Section 3 Plans and M/WBE documentation and work with contractors, developers and subrecipients to ensure compliance;
 - O Davis-Bacon Labor Standards apply to any contract involving the construction of 12 or more HOME-assisted units. The Member Community shall require contracts for all types of work performed in connection with project funds that exceed \$200,000 to adhere to the requirements of Section 3 as outlined in 24 CFR 75 and Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 17010.
- v. Contract Preparation. Preparation and submission of draft subrecipient agreement for review and approval by the CITY
 - Member Communities may subaward and execute such agreement with applicable contractors, developers, CHDOs, subrecipients and proponents following approval of contract documents by CITY as the Representative Member.
 - Said agreement must include all applicable provisions described in HOME Program Regulation 92.504, or its successor, and 2 CFR part 200, subpart D.
- vi. **Debarment.** Conduct Excluded Party/Debarment List Review of selected contractors, developers, CHDOs, subrecipients and proponents.
 - b. Project Management. The Member Community is responsible for project management and performing all tasks associated with monitoring the design,

development, financing and occupancy of the HOME-Assisted project and fully complying with uniform administrative requirements as stated in HOME Program Regulation 92.505. Tasks include, but are not limited to:

- i. Contract Execution and Funding Instruments. Submitting to the CITY an executed HOME funding agreement, as well as other applicable funding instruments, including the note, mortgage, and/or deed restriction or covenant running with the land, prior to the release of any HOME funds.
- ii. **Project Budgets**. Establishing and maintaining project budgets, following Consortium budget amendment procedures (including required citizen participation procedures) for any changes;
- iii. Requisitions. Approving all requisitions; and forwarding them to the CITY; the CITY shall draw, process and release HOME funds on behalf of the Member Community to such designated subrecipient, contractor, vendor, or other recipient as mutually approved. Incomplete or non-conforming requisitions will be returned to the Member Community.
 - The CITY reserves the right to modify disbursement procedures; considerations unique to specific projects, including but not limited to construction retainage, contingencies, and/or other aspects will be addressed on a case by case manner in conjunction with the Member Community.
- iv. **Income Targeting.** Consistency with affordability and income-targeting requirements throughout duration of the agreement and affordability period thereafter; maintaining required project documentation;
- v. Affirmative Marketing/Occupancy. Adopting and following affirmative marketing procedures in projects containing 5 or more HOME-Assisted units. The Member Community must ensure that tenant preferences are implemented in accordance with §92.351 and consistent with the WestMetro HOME Consortium Affirmative Marketing Plan methods, procedures and requirements.
- c. Post-completion compliance and monitoring. HOME funds will be closed out in accordance with 2 CFR part 200. Close out of the project will occur when the Member Community determines that all applicable administrative actions and all required work pertaining to the HOME funds have been completed by the subrecipient.
 - i. Final Reports. Upon completion of each HOME-Assisted project, the Member Community shall submit a completed Comprehensive Checklist to the CITY no later than 90 calendar days after the end date of the period of performance; the Member must also submit all financial, performance, and other reports as required by the terms and conditions of the HOME Program. The Member Community may approve extensions in conjunction with the CITY when requested by the non-Federal entity.

- ii. **Monitoring.** Each Member Community shall monitor its subrecipients in accordance with HOME program regulation 92.504(d) to ensure full compliance with all applicable requirements Furthermore, all monitoring shall be performed in accordance with applicable HUD monitoring guidelines and on forms agreed to by the City.
- iii. Affordability Requirements. The Member Community shall require projects assisted with HOME funds to meet the affordability requirements of HOME Program Regulations 92.252 or 92.254, as applicable, and shall require repayment of the funds if the housing does not meet the affordability requirements for the specified time period.
- iv. Notwithstanding the above, and in accordance with The Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55), all Projects must have satisfied and completed all contractual work, marketing and occupancy and close out procedures no later than four years from the Commitment of HOME funds, the date of which is determined by the signature of each party to the Member Community's Subrecipient Agreement, or by the date of a HUD-approved extension. If the Project is not completed within this timeframe, the Project will be considered "involuntarily terminated before completion" and the Member Community and Subrecipient shall repay to HUD all HOME funds invested in the Project.

SCHEDULE C

WORK PROGRAM AND SCHEDULE

1. DURATION OF AGREEMENT AND TIME OF PERFORMANCE.

- a. Agreement Date. This Agreement, made as of the date first written above, is binding upon signature by Her Honor, the Mayor of the City of Newton.
- b. **Performance Schedule.** The Member Community shall perform the services and program described in Schedule B, HOME Project, herein consistent with the following dates:

Program Commencement Date:

July 1, 2021

Obligation Date:

August 6, 2021

HOME Administration Expenditure Deadline:

August 31, 2024

Performance Completion Date/ Expenditure Deadline*:

September 30, 2029

(Subject to provisions outlined in Part d of this section)

- c. Project Completion: Projects must have satisfied and completed all contractual work, marketing, occupancy and close out procedures no later than four years from the Commitment of HOME funds; the date of which is determined by the Member Community's Subrecipient Agreement pursuant to the Subaward(s), or the date of a HUD-approved extension. If the Project is not completed within this timeframe, the Project will be considered "involuntarily terminated before completion" and the Member Community shall repay to HUD all HOME funds invested in the Project.
- d. Performance Completion Date/Expenditure Deadline*. The time for performance under this Agreement shall be completed on September 30, 2029, unless amended consistent with General Provisions, Paragraph 28, Changes, or terminated consistent with General Provisions, Paragraph 8 and 9, Termination. Otherwise, all funding and program income associated with the contractual documents outlined herein must be completely expended within 8 years of the Obligation Date.
- e. However, obligations remain in effect during the period of affordability required by the Act under 24 CFR Part 92.252 or 92.254.

2. HOLDBACK OF PAYMENTS TO MEMBER COMMUNITY.

- a. The CITY reserves the right to hold payments in the event incomplete requisitions or reports are received or requisitions or reports are not submitted in a timely manner.
- b. The CITY will automatically retain a hold-back from the last requisition or a reasonable sum as determined by the CITY, until receipt and approval of close-out paperwork and requisite compliance reports from the Member Community.

3. PROGRAM SCHEDULE.

a. The CITY reserves the right to relinquish the program allocation of the Member Community if it risks not spending its allocation within eight years of execution of this Agreement or not completing a project within four years from the commitment of funds to a project. Funds not expended, or Projects not completed within these respective timeframes will be considered "involuntarily terminated before completion" and the Member Community shall repay to HUD all HOME funds associated to the project and/or the fiscal year allocation.

SCHEDULE D

RELEASE AND PROCESSING OF HOME FUNDS

1. **METHOD OF PAYMENT.** The CITY agrees to release the funds specified in Schedule A, Funding Amount and Project Budget herein, on a "pay as you go" or reimbursement basis consistent with the procedure outlined herein. The CITY will not advance funds to the Member Community under any circumstances. Note that the provisions of Schedule A as well as all other provisions of this Agreement must be satisfied prior to release of funds.

The CITY shall reimburse all allowable, eligible costs incurred during the period of performance as established in Schedule C (2 CFR 200.309). Program income that has been credited to the applicable Member Community must be committed and expended before the Member Community and Subrecipient may request same-year Entitlement HOME funds from the City.

2. **REQUISITION.** Following initiation of the HOME Project, the Member Community shall prepare and submit regular requisitions to the CITY based upon program operational costs incurred by the Member Community or by such contractors and vendors as contracted by the Member Community for the implementation of the HOME Project. The Member Community understands and agrees that it may not requisition the CITY for any costs covered by or charged to any other funding source.

The requisition should be sent by mail or email to:

Eamon Bencivengo, Housing Development Planner
Department of Planning and Development
City of Newton
1000 Commonwealth Avenue
Newton, MA 02459
ebencivengo@newtonma.gov

Said requisition shall consist of the following:

- a. Cover requisition letter/transmittal on Member Community stationery signed by the member community which indicates the number of the requisition, identifies the HOME Project by name and by Agreement number, shows the remittance name and address, and indicates the amount(s) and type(s) of cost(s) incurred.
- b. **HOME Requisition Form** from Schedule H, Forms, herein shall accompany the requisition and shall indicate the budgeted amounts by object of expenditure consistent with Schedule A, Funding Amount and Project Budget, and shall indicate the actual expenditures for the period of the requisition and current budget balances. This report shall be signed by the Member Community.
- c. Supporting Documentation shall accompany the requisition and shall include copies of: invoices (paid), receipts, and countersigned time sheets (time sheets prepared and signed by individual staff which have been reviewed, authorized and countersigned by program or agency management), and other source documentation as may be required

of the Member Community by the CITY to document the amount requisitioned for payment or reimbursement. Each piece of documentation should have a signature authorizing the expenditure.

3. REVIEW AND RELEASE.

- a. Standard Processing. The CITY shall review each requisition and process same for payment through the City's accounts payable system. It is understood that, subject to the timely receipt of proper requisitions in compliance with this Agreement, and no other circumstances intervening, the CITY agrees to release payment within approximately 21 days. The Member Community understands that submission of incomplete or erroneous requisitions may result in delay of payment.
- b. **IDIS Data Entry and Draws.** The CITY as Representative Member will process all draw downs following processing of payments and requisitions through CITY payment processing. IDIS data entry input is also performed by CITY following collection of information received from Member Community.

4. ERRONEOUS AND/OR IRREGULAR REQUISITIONS.

- a. Erroneous Requisitions. The Member Community understands that improperly prepared requisitions will not be processed and will be returned. Reimbursement will be held pending receipt of accurate information together with such source documentation as required. Upon receipt of three improperly prepared requisitions, field audit procedures may be initiated to evaluate financial management, control and record keeping procedures utilized by the Member Community.
- 5. FINAL PAYMENT. The CITY reserves the right to hold release of final payment pending satisfaction by the Member Community of all terms, requirements, and documentation of this Agreement.

SCHEDULE E

FINANCIAL MANAGEMENT

GENERAL. The Member Community shall ensure compliance with the provisions herein referenced and/or stated in the implementation of the HOME Project, as applicable.

1. FINANCIAL MANAGEMENT.

- a. Accounting Standards. The Member Community agrees to comply with 2 CFR Part 200, Subpart E, Cost Principles and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b. Cost Principles. The Member Community shall administer the HOME Project in conformance with 2 CFR Part 200 and 24 CFR 92.505, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", in particular Subpart E, Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Guidance for indirect cost identification for non-profits can be found in Appendix IV to 2 CFR Part 200.

2. DOCUMENTATION AND RECORD-KEEPING.

- a. **Records to be Maintained.** The Member Community shall maintain all records required by the HOME Program regulations specified in HOME Program Regulation 92.508 and in accordance with 2 CFR 200.302 that are pertinent to the HOME Project funded under this Agreement.
- b. Records Retention. The Member Community shall retain all records pertinent to expenditures incurred under this contract, in accordance with 24 CFR 92.508(c) for a minimum of seven-years following the termination of the affordability period, written agreement or receipt of acquisition, rental and/or relocation assistance.
- 3. PROGRAM INCOME. HOME Program Income is the income generated directly by the investment of HOME funds (e.g., interest and principal on loans made by a Member with HOME funds). Program Income must be submitted to the Consortium for processing and will be credited to the Member Community for use on future HOME eligible activities. The Member Community shall report in a timely manner all program income, as defined at HOME Program regulation at 24 CFR 92.503(a). Program income may be generated by activities carried out with HOME funds made available under this contract. The use of program income by the Member Community shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307 as well as Section C Financial Administration of the WestMetro HOME Consortium Program Administration Guidelines. Program income is not subject to the 12- month exclusive use period however, program income funds may voluntarily be transferred to the Consolidated Funds Pool.

Pursuant to 24 CFR § 92.207, "a participating jurisdiction may expend, for payment of reasonable administrative and planning costs of the HOME program and the ADDI, a sum up to ten percent of the program income deposited into its local account or received and reported by its state recipients or subrecipients during the program year." The reserving of funds for

administration from program income follows the shared split for HOME administration dollars of 70% Member/30% Representative Member, as established in Mutual Cooperation Agreement. The Subrecipient may request on the Program Income Submittal Form the amount of program income they wish to retain for HOME administration between 0-7% of the program income check(s). Consortium staff will retain 3% of each eligible receipt for HOME administration. The program income for administration ("PA funds") will be applied on the next submitted administration bill as PA funds should be expended prior to AD funds.

NOTE: The 10% administration allowance DOES NOT apply to Recaptured homebuyer funds receipted as "HP" nor repayment of HOME funds prior to the completion of the affordability period receipted as "IU").

- 4. AUDIT REPORTS AND FINANCIAL STATEMENTS. Audit reports and/or financial statements shall clearly identify HOME receipts and expenditures separate from other funding sources.
 - a. 2 CFR 200.501 requires that any non-federal entity expending federal funds in excess of \$750,000 in a year shall have a single audit performed not less frequently than annually. A copy of this audit shall be submitted to the CITY and to the HUD Office of the Inspector General. The audit must be prepared in accordance with 2 CFR 200.501 through 200.512 and clearly identify HOME receipts and expenditures.
- 5. DIVERSION OF FUNDS PROHIBITED. The Member Community shall under no circumstances rebate, divert, or redirect funds received to any other activity (ies) or cost(s). Any such rebate, diversion, or redirection of funds from the approved activity(ies) and cost(s) as described in Schedule A, Funding Amount and Project Budget and Schedule B HOME Project herein, shall be a violation of this Agreement and subject to legal and disciplinary proceedings pursuant to General Provisions, Paragraph 8 and 11, herein.

6. PROCUREMENT STANDARDS.

- a. **Procurement.** The Member Community agrees to fully comply with applicable requirements as referenced in 2 CFR 200.318 through 200.326 for nonprofit subrecipients. The CITY shall review each HOME funded procurement and all proposed contracts of the Member Community, the organization, its agents, representatives and employees or designees. Said contracts shall be maintained in the Member Community's files for review. HOME Program regulation 24 CFR 570.609 prohibits the use of debarred firms and requires certain certifications for covered subrecipient transactions consistent with 24 CFR 24, Appendix B. No funds may be released for contracts which have not been procured in accordance with these requirements. Refer to 24 CFR 570 and Section 3 of the Housing and Urban Development Act of 1968 for required compliance with local entrepreneurship and employment provisions.
- b. **Purchase of Recycled Materials.** The Member Community shall comply with the Resource Conservation and Recovery Act, Section 6002 in the design of projects and use of designated recycled items, to the extent applicable.

SCHEDULE F

INSURANCE

Each Member Community shall require that all owners, contractors, and subgrantees of HOME assisted Projects shall, at all times, maintain certain types of insurance coverage consistent with the character of the Project and shall ensure compliance with the following as applicable. (See also Section 12 (P) of the MCA)

- (1) Certificate of Insurance. At time of closing of a grant or loan providing assistance, each Member Community shall get a certificate of insurance covering the assisted premises. Said certificate shall provide coverages of the types and amounts stated in subparagraphs (a) and (b) below. The insurance provided shall be maintained during the note, mortgage or the affordability period, whichever is longer.
 - (a) The certificate of insurance shall provide, at a minimum, comprehensive general liability insurance and property insurance with an arrangement of coverage specifying the premises. The certificate shall name the Member Community as loss payee. Any changes from the standard required coverages and amounts as stated below shall be mutually agreed to in advance and in writing by the Member Community and the CITY.
 - (b) Minimum Requirements. Typically, the following coverage will be required at the minimum amounts indicated:

Property Insurance: *Minimum Amount* = 80% of market replacement value or amount of HOME funds invested and all senior indebtedness, whichever is greater.

Liability Insurance: *Minimum Amount* = HOME funds and all senior indebtedness

- (2) Flood insurance. All HOME Projects are subject to the Federal Flood Disaster Protection Act and associated regulations. Each Member Community shall ensure compliance with the applicable requirements, including ensuring the provision of flood insurance protection coverage. At time of closing of a grant or loan providing assistance, each Member Community shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide the following minimum coverage:

 Minimum Amount = HOME funds and all senior indebtedness.
- (3) Construction insurance. Before the start of work on any HOME site, each Member Community shall get a certificate of insurance covering the work to be performed. Said certificate shall provide coverages for premises, operations, contractual liability, completed operations, automobile liability, employers liability, workers' compensation and professional liability (where applicable) and shall name the Member Community as additional insured. Minimum amounts are stated in (a) and (b) below. The insurance shall be maintained for the duration of the work to be performed.
 - (a) Minimum Requirements. Typically, the following coverages will be required at the minimum amounts indicated:

Workmens' Compensation:

Statutory coverage

Employer's Liability:

\$100,000 Coverage B

Comprehensive General Liability:

\$300,000 each occurrence

Bodily Injury:

\$500,000 each occurrence

Property Damage:

\$100,000 each occurrence

\$300,000 aggregate

(b) Automobile Liability (case by case basis, subject to determination by Member Community and CITY) for owned and non-owned vehicles:

Property Damage:

\$100,000 each occurrence

\$100,000 aggregate

Bodily injury

\$250,000 each occurrence

\$500,000 aggregate

SCHEDULE G (Part I)

CERTIFICATE OF EXECUTION

IN WITNESS WHEREOF the parties h of the date first written above.	ereto have executed thi	s Agreement in 3 counterparts, as
, Chairman, Board of Se	electmen/Town Manage	or .
APPROVED AS TO LEGAL FORM O	· .	NCE:
CHIEF EXECUTIVE CERTIFICATIO	N	
This is to certify that	is the	duly elected
	for the City of	, Massachusetts.
City/Clerk	Date	·

SCHEDULE H FORMS

Must be returned with signed contracts

• Part 200 Subpart F Single Audit Certification

Must be completed and returned during program year

- WestMetro HOME Consortium Requisition Form (submitted with invoices)
- Substantial Amendment Form

2 CFR Part 200 Subpart F Single Audit Certification

2 CFR 200.501 requires that any non-federal entity expending federal funds in excess of \$750,000 a fiscal year shall have a single audit performed at least annually. The \$750,000 limit includes all federal funding sources, not exclusively HOME funds. A copy of this audit shall be submitted to the CITY and to the HUD Office of the Inspector General. The audit shall be prepared in accordance with 2 CFR 200.501 through 200.512 and clearly identify HOME receipts and expenditures.

Member (Community :しいい	of Bron	Kline	
I certify th	nat the Member Commur	nity listed above:		
	Has not expended \$750	,000 or more in fed	deral funds in the p	rior fiscal year.
	Has expended \$750,000	or more in federa	I funds in the prior	fiscal year.
	☐ The 2 CFR Part 200 to the contract. (One co		npleted for the pric	or year and is attached
	☐ The 2 CFR Part 200 Community will forward	_		
Ka	a Buder	DILETUROF PLAN	mus Kary Dev.	10/27/2021
ı Sig	gnature	Title	•	Date

Memorandum



To: Melissa Goff

CC:

From: Lt Paul J. Cullinane

Date: 11/9/2021

Re: Lucas Costa / Alternate Manager NETA

Sir,

Mr. Lucas Costa, 169 Arthur St., Framingham Ma., has submitted an application to be approved as an Alternate Manager/Marijuana Dispensary. Mr. Smith has been employed by New England Treatment Access (NETA) since October 2021. He has been employed in the industry since July 2018, working at two other dispensaries.

A check of his Criminal History Record reveals no disqualifying information, and an in-house check of his name reveals no significant occurrences. He has also submitted several letters of recommendation supporting his character for this position

Mr. Costa appears to be a suitable applicant for employment as an Alternate Manager at New England Treatment Access (NETA).

Lucas Costa

(C) Coslucas@gmail.com

508 333 0649

In LinkedIn.com/in/CosLucas

Experience

Assistant Store Manager

October 2021 - Current

General Manager

Diem

Lynn Projected \$15 Million Yearly sales June 2021 - September

Inventory Manager

The Vault

Webester Projected \$20 Million Yearly sales August 2020 - May2021

Manager

Gage Cannabis Ayer Projected \$20 Million Yearly sales August 2019 - May 2020

General Manager

Apothca

Arlington Projected \$4 Million Yearly sales July 2018 - Jully 2019

Senior 2 Manager

The Cheesecake Factory Burlington \$15 Million yearly sales July 2015 - July 2018

Cambridge \$7 Million yearly sales August 2014 - June 2015

Chestnut Hill \$7 Million yearly September 2010 - July 2014 Natick \$10 Million yearly sales

July 2007 - September 2010

Skills

Languages - English, Portuguese, American Sign Language, Spanish.

Communication - Making sure all managers know the current goals and are communicating progress in a timely manner

Depth of Knowledge - Effectively applies knowledge that ensures quality is never compromised. Uses DoK to ensure systems have a positive impact.

Leadership - Establishes open, trusting relationships and treats everyone fairly and respectfully. Inspires confidence, enthusiasm and support among management and staff to achieve organizational goals.

Education

J.P. Keefe Tech H.S.

Class 2001

President of School Clubs

Worked with the night school Adult education program helping translate for people that did not speak English

- In charge of all inventory. Using Metrc and BioTrack to catalog all product to State standards. Final counts and end of day adjustments. Daily spot checks and Weekly full dispensary audits. Flexibly implementing more efficient systems as dispensary needs change with business.
- · Part of the opening team writing handbooks, ordering equipment, and install setup for dispensary opening.
- In charge of performing interviews for the new dispensary, responsible for creating the material for all of the interviews at all locations, created all schedules and followed up with all staff issues.
- Worked closely with the City to obtain all permits, attended City meetings to show dispensary presence in the community, became educated in all legalities involving the sale of recreational and medical marijuana.
- Manages daily, weekly and monthly budget for location by closely monitoring sales, labor, efficiencies, staff habits and ordering.
- Worked with startup team to write handbooks, order equipment, and install setup for two new dispensary openings.
- Creates labor and sales templates to accurately reflect weekly, monthly and yearly predictions. Created unique templates to streamline sales projections and run more efficient shifts by accurately predicting sales and labor costs.
- Achieves a higher than 95% food and 98% beverage efficiency by managing product shiftly and through quality staff training.
- · Manages over 200 staff members, writes schedules, resolves conflicts and maintains attrition by selectively hiring great talent.
- · Managed costs effectively in a location with a very tight budget while still maintaining quality profit; i.e. staffing for success, financial walks, flexing spending up or down depending on hourly/weekly sales reports.
- Relocated entire restaurant; hired staff entirely new staff, facilitated location transfer, wrote budgets from scratch, trained new staff, ordered all new equipment and product.
- Maintained safety and sanitation standards to the highest degree; passes company safety inspections with a 90% or higher; performs self audits continually to be sure systems remain in place.
- Continually trains to learn all recipes in order to effectively manage exact quality specifications and staff habits.
- Proactively builds relationships with providers to foster smooth delivery and ordering execution for consumables, equipment and maintenance. **Current Projects**

Finding hiring resources for quality candidates, Interviewing, setting up training schedules with qualified designated training staff. Following up with new and old staff members to maintain open communication. Create new activities to transform staff into brand ambassadors.

Inventory System Accuracy

Finding new ways to increase inventory accuracy. Creating projects that involve staff with inventory systems and allow staff members to better understand the effect they have.

Home Build LED lights

Fully home build LED lights. 3D printed case including raspberry PI with WiFi and built in camera. Automated control and access from anywhere via internet.

Volunteer Work

Salvation Army Thanksgiving Feast

Yearly

Providing does in need with a full course meal thanksgiving day

Good Samaritan Center

1998- Current

Organized and participated in various community services. Available to assist people in need of help with various services.

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TOWN of BROOKLINE Massachusetts

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CORI ACKNOWLEDGMENT FORM

I am an: (please check one)	
Applicant - Position: Alternate Manager	Department/License:NETA_RMD
Volunteer - Position:	Department:
	Department:
Contractor - Company Name	
The Town of Brookline is registered under the provisions of M.C current and otherwise qualified prospective employees, subcont applicants for the rental or lease of housing. As the prospect applicant, current licensee, or applicant for the rental or lease of my personal information to the DCJIS (and in the case of certain checks, to the FBI). I hereby acknowledge and provide permissic information. This authorization is valid for one year from the date by providing The Town of Brookline with written notice of my in volunteer, and Ilcensing purposes only: The Town of Brookline in date this Form was signed by me provided, however, that The Tothis check 72 hours in advance. By signing below, I provide my coprovided on this Acknowledgment Form is true and accurate. Applicant/Employee/Volunteer/Contractor Signature	tractors, volunteers, license applicants, current licenses, and tive or current employee, subcontractor, volunteer, license housing, I understand that a CORI check will be submitted for a license applicants subject to fingerprint-based background to The Town of Brookline to submit a CORI check for my of my signature. I may withdraw this authorization at any time stent to withdraw consent to a CORI check. For employment, may conduct subsequent CORI checks within one year of the own of Brookline must first provide me with written notice of onsent to a CORI check and acknowledge that the Information
Applicant/Volunteer/Employee/Contractor information (P	lease Print)
Last Name: Locas CostA First	t Name: LV CAS MI:
Current Address: 169 Anthun ST Fram	
Former Address(es):	
Maiden Name or Alias (If Applicable):	
Data of Birth: 01/03/1683	Triace of Birth.
Date of Birth: 01/07/1983 Last 6 digit	s of Social Security Number: 43 - 4614
Sex:In. Race:	Eye Color: DrowN
State Driver's License Number (Include State)	
List any other name(s) or dates of birth that appear in DCJIS	's database:
2	
Mother's Full Maiden Name: MAN GARETH MIL	Father's Name: ALCINIO VAZ CASTA
*The Identify Theft Index PIN Number is not required and only for those applicant Certified agencies are required to provide all applicants the opportunity to include	ts who have been issued an identity Theft Index PIN Number by the DCJIS. ethis information to ensure the Accuracy of the CORI request process.
For Official Use Only	
l certify that the foregoing person was identified in conformity government-issued identification: (List ID Type) ☐ State Drivers ☐ U.S. Military I.D. ☐ High School ID Card ☐ Other (obtain I	License U State Issued ID w/Photo III Passnort
Signature of CORI-Authorized Employee:	Date:
Name and Position of CORI-Authorized Employee:	

ALTERNATE MANAGER RECOMMENDED IN TOWN LIQUOR LICENSE POLICIES

- (1) APPLICATION DOES NOT NEED TO BE FILLED OUT ON LINE WITH ABCC
- (2) APPLICATIONS AVAILABLE IN THIS OFFICE (SEE ATTACHED)
 - a. Alternate Manager's Form with attachments
 - i. Cori Release Form (see attached policies)
 - ii. Fingerprinting (see attached information)
 - iii. Three (3) signed letters of reference (Board of Directors)
 - iv. Vote of Corporation
 - v. Valid Identification (State driver's license, passport, etc)
 - vi. IN-PERSON class for the safe service of alcohol certification
 - vii. Proof of Citizenship (birth certificate/passport/naturalization papers/voter registration).
 - viii. Crowd Manager Certification from the Massachusetts Department of Fire Services (Manager of Record If there is a bar regardless of number)

TOWN OF BROOKINE

ALTERNATE MANAGER'S APPLICATION

ALL PROPOSED MANAGERS ARE REQUIRES TO COMPLETE A PERSONAL INFORMATION FORM (ATTACHED) AND SUBMIT A COPY PF THE CORPORATION VOTE AUTHORIZING THIS ACTION AND ALTERNATE MAANGER.

1. LICENSEE INFORMATION:				
Legal Name of Licensee: LU GS Caste Business Name (dba): New England Treatment Access, LLC				
Address: 160 Washington Street				
City/Town:	Brookline	State: MA	Zip: 02445	
ABCC License Number: Phone Number of Premises: (617) 377-7408 (if existing licensee)				
2. MANAGER INFORMATION:				
A. Name: Lucas Costa B. Cell Phone Number: 508 333 064				
C. List the number of hours per week you will spend on the licensed premises: 40				
3. CITIZENSHIP INFORMATION:				
A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: 2/3/2002				
C. Court of Naturalization: US Immigration Court				
(Submit proof of citizenship and/or Naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)				
4. BACKGROUND INFORMATION:				
A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No				
If yes, please describe:				
B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that Have been suspended, revoked or cancelled? Yes No				
If yes, please describe:				
C. have you ever been the Manager of record of a license that was issued by this Commission? Yes No				
If yes, please describe:				
D. Please list your employment for the past ten years (Date, Position, Employer, Address, and Telephone: 06/01/21-9/01/21, General Manager, Diem, 211 Lewis at Lynn, (781) 346-9922 08/01/20-04/01/21, Inventory Manager, The Vault, 70 Worcester Rd Unit 225, Webster, (774) 520-2420 10/03/04-07/01/18, Senior 2 Manager, The Cheesecake Factory, Various locations in MA. (818) 871-3000				
I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:				
Signature Lucas (Date of the provided in this app		

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APPENDIX A - CORI Acknowledgment Form I am an: (please check one) Applicant - Position: Alternate Manager _____ Department/License: NETA ME and MTC Volunteer - Position: Department: _____ Department:___ Employee - Position: Contractor - Company Name____ The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI), I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my Intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate. 10/12/21 Lucas Costa Applicant/Employee/Volunteer/Contractor Signature Today's Date Applicant/Volunteer/Employee/Contractor Information (Please Print) Last Name:_ First Name: 169 arthur st Framingham, ma 01702 Current Address: Former Address(es); _____ Place of Birth:_____nhumas Brazil Maiden Name or Alias (If Applicable):_____ 01/07/1983 Date of Birth: _ 9619 Last 6 digits of Social Security Number: Eye Color: Brown ____ in. Race: Wite __ Height: _ ft. State Driver's License Number (Include State) _____s25099420 ID Theft Index PIN*:_ List any other name(s) or dates of birth that appear in DCJIS's database:_ MArgareth Basillo Alcirlo Vaz Costa Mother's Full Maiden Name: Father's Name: _ *The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process. ***For Official Use Only*** I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-Issued Identification: (List Type)

Signature of CORI-Authorized Employee: ___

Name and Position of CORI-Authorized Employee:



LICENSE INTERVIEW FORM

TYPE OF LICENSE APP	PLYING FOR: Alternate Manager's License
NAME: Lucas Costa	
ADDRESS:	169 Arthus St Framingham MA 01702
EMAIL ADDRESS:	coslucas@gmail.com
PHONE #:	508 333 0649
PLACE OF BIRTH:	Inhumas Brazil
FATHER'S NAME: Alci	no Vaz Costa MOTHER'S MAIDEN NAME: Margareth Basilio Shepard
ARE YOU A CITIZEN?	YES NO ALIEN CARD #
ARE YOU A VETERAN	: YES NO V
RESIDENCES FOR LAS	T FIVE YEARS
DATE: 10/2001- 10/2021	LOCATION: 169 artur st framingham, ma 01702
DATE:	LOCATION:

DATE:	2001	LOCATION:	J.P. Keefe Tech High School		
DATE:	-	LOCATION:			
DATE:		LOCATION:			
DATE:		LOCATION:			
EMPLO	MENT HISTORY				
DATE:	06/01/2021-9/01/2021	LOCATION:	Diem	POSITION	General Manager
DATE:	08/01/2020 - 04/01/2021	LOCATION:	The Vault	POSITION	Inventory Manager
DATE:	08/01/2019 - 04/01/2020	LOCATION:	Gage	POSITION	Manager
DATE:	06/01/2018 - 07/01/2019	LOCATION:	Apothca	POSITION	General Manager
DATE:	10/04/2004 - 08/01/2018	LOCATION:	The Cheesecake Factory	POSITION	Senior 2 Manager
<u>SIGNAT</u>	URE: Luca	s Costa A	DATE:	10/12/21	

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

Chris Stephenson 978-877-2225

Albert Pisani 508-733-9303

FDUCATION

Vinny DaSilva 508-308-4332



Carol Moore Late Spring Inc. 38 Littleton Road Ayer, Ma 01432 June 26, 2020

To Whom It May Concern:

Lucas Costa worked at Late Spring since before its opening on September 23, 2019. He was hired as a manager and helped lead our employees through several detrimental situations including the Massachusetts vape ban and the COVID-19 epidemic. Lucas's leadership skills were essential in getting our company back in business when we could reopen. Lucas met his deadlines on time and always welcomed new leadership opportunities.

He would be an asset to any company that hires him.

Sincerely,

Carol Moore

Human Resources

978-833-4209

To whom it may concern:

I have had the incredible privilege to know Lucas Costa as a friend, father and community member for over two decades. In a time that is so rare to find relationships that endure time, distance and various milestones of life.

Lucas is a thoughtful and deep caring individual - the kind of person that reaches out to you out of the blue just to check in on how you're doing. Something that has been invaluable during this isolating pandemic.

But kindness is not the only thing about Lucas that shines. Lucas is also exceptionally bright; picking up new topics and ideas at a rate which I always admired. His incredible creativity is made real through beautiful 3D prints that combine that rare mix of creative and technical talents.

As a member of the community, I've seen Lucas aid the less fortunate participants of his community. The most noticeable of these efforts is his yearly work to provide Thanksgiving dinner for folks who otherwise would go without.

Lastly and probably most importantly, there are very few words that can describe the love and care he has for his two kids, Jakob and Riley. Fatherhood has shaped my friend into a wise and experienced dad. The type of dad his kids can depend on for dispensing the timely advice and encouragement that is needed for kids to navigate today's world.

If you have the opportunity to know Lucas Costa personally, then consider yourself one of the rare gifts that life can present to you.

Sincerely, Vinny DaSilva Oct. 22, 2021

To whom it may concern:

It has been with great pleasure that I have gotten to work with Lucas Costa for several years. Lucas has an exemplary work ethic, is a great team player and has the professionalism and management experience to understand how to manage large teams while keep a focus on customer service. I have watched Lucas grow into a flagship store manager. He knows the ethically correct way to work through customer issues and has a firm understanding of the professionalism needed to manage staff, product and facilities.

I have recruited Lucas to work with me for the last 3 jobs I have worked. He is a go to for all things inventory and certainly knows how to manage a big box retailer in a professional way creating a 5 star experience for customers. I am happy to have such a great working relationship with Lucas and hope to continue our careers with the same company.

Thank you,

John Huy.



VOTE OF CORPORATION

DATE:	
AT A MEETING OF THE BOARD OF DI	RECTORS OF
	ON:
IT WAS DULY VOTED THAT THE CORF	PORATION APPLY TO THE LICENSING BOARD FOR THE
	(TYPE OF LICENSE)
	TO BE EXERCISED ON THE PREMISES LOCATED AT
	то
THE APPLICATION FOR THE LICENSES	IN THE NAME OF
	AND TO EXECUITE ON ITS
BEHALF ANY NECESSARY PAPERS, AN GRANTING OF THE LICENSE.	ND TO DO ALL THINGS REQUIRED RELATIVE TO THE
THIS CORPORATION HAS	BEEN RESOLVED.
A TRUE COPY	
ATTEST:	



Brookline Police Department Identification Unit

FINGERPRINTING HOURS (For non-immigration purposes)

MONDAY to FRIDAY (Holidays excluded)

8:30am to 10:00am

No appointment necessary

FEE: \$15.00 For each fingerprint card

PAYMENT: Check/ Money Order (Cash WILL NOT be accepted)

Applicants must have positive identification
(Driver's license, etc.)
Applicants need to supply their own
fingerprint card/s from the agency/organization
requesting the fingerprints

For questions or an appointment Please Call:

617-730-2239





CITY OF FRAMINGHAM

OFFICE OF THE CITY CLERK

Lisa A. Ferguson City Clerk o 508-532-5521

e cityclerk@framinghamma.gov w www.framinghamma.gov MEMORIAL BUILDING 150 Concord Street, Room 105 Framingham, MA 01702

November 4, 2021

To Whom It May Concern:

According to the records of the City of Framingham, Massachusetts

Lucas B. Costa 169 Arthur Street Framingham, MA 01702

are listed as a voter in the City of Framingham. This information is derived from the 2021 Framingham Annual City Listing.

Attest:

Lisa Ferguson, City Clerk

Bruce Wester

ر Linda Fields

Eng Cho

Registrars of Voters Framingham, MA

One Day Temporary Alcohol license

Applicant:

Karen Hasenfus

DBA:

Larz Anderson Auto Museum

Location:

15 Newton Street

Application Details:

A Temporary Wine and Malt Beverages Sales License to The Larz Anderson Auto Museum to be held on November 19, 2021 for Luncheon Presentation 6:30PM – 10:30PM at 15 Newton Street. 150 people expected to attend.

Report:

Police Department (Approved)



BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

TO:

Acting Chief Mark P. Morgan

FROM:

Lt. Michael P. Murphy #31

DATE:

8 November 2021

RE:

Temporary Wine and Malt Beverage - One Day Permit - Non-Sales - 11/19/2021

Larz Anderson Auto Museum

Sir,

The Larz Anderson Auto Museum, through Operations and Events Manager Karen Hasenfus, has applied for a Section 14 One Day Permit for Wine and Malt Beverages for a fundraiser at a Dinner Presentation to be held on Friday, November 19th, 2021, from 6:30 PM to 10:30 PM.

Ms. Karen Hasenfus and/or Ms. Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state, and local laws, regulations, ordinances, and any conditions on the permit, as well as previously discussed conditions.

The event is not open to the public, no admission fee will be charged, and guests will not be charged for alcoholic beverages. Organizers are expecting no more than 150 guests to attend. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by Vinport Vineyards, (646) 431-3309, who employs certified Tips bartenders. The caterer has submitted a copy of their bartender certification in the safe service of alcohol. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt. Heavey was notified of the application.

I see no reason to oppose this application.

Respectfully submitted, Lt. Michael P. Murphy #31



OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Mark Morgan, Acting Chief of Police

FROM: Melvin Kleckner, Town Administrator

RE: Temporary - One Day Alcohol License

DATE: November 8, 2021

May we please have a report on the attached request for:

A Temporary **Wine and Malt** Beverages Sales License to The Larz Anderson Auto Museum to be held on November 19, 2021 for Luncheon Presentation 6:30PM – 10:30PM at 15 Newton Street. 150 people expected to attend.

This application will go before the Board on **November 16, 2021.** May we please have the report no later than **asap.**

Thank you.

3.L.

TOWN OF BROOKLINE APPLICATION FOR A PERMIT TO SELL ALCOHOLIC BEVERAGES ON TOWN PROPERTY (SALES/WINE & BEER ONLY)

Date: November 8, 2021

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a KOV Fundraiser (state whether a meeting, banquet, concert, picnic, wedding, etc.) Which is to be held at the Larz Anderson Auto Museum (Name of Person of Organization) 15 Newton Street, Brookline MA 02445 (Address of Person of Organization) 19th day of November, 2021 On the Between the hours of _____6:30 PM__10:30 PM____at the following described Town property: The Larz Anderson Auto Museum If the applicant is an organization, complete name and address of the organization's officers: Title: President Address: 699 High Street Dedham Name: Northrup Knox Title: Vice President Address: 2221 Washington St. Newton Name: William Keeney Title: Treasure Address: 35 Priscilla Lane Quincy Name: Mark Daniel NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol. 1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests? 4 cases each wine and beer 2) What is the maximum number of people to attend? 150 3) What is the age group of people to attend? 40 NO 4) Are you charging an admission fee? 5) Are you charging for alcoholic beverages? YES NO 6) Is the event open to the public? 7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.							
Bartender will be provided Vinport Vineyards (646) 431-3309							
service of alcohol trainir to such certification or to	ng and the date(s) of any succeining:		S certification or equivalent safe- nd attach documentation pertaining				
Bartenders ar	e all certified and insured_						
	e under age 21 are not serv	ed and are not allowed to co	d what procedures will be followed nsume alcoholic beverages?				
Battenders wit	I CHECK ID 5						
	WWW.WWW.AMANAMANAMANAMANAMANAMANAMANAMANAMANAMA						
11) Will a police detail of	or other types of security be	provided?	YES				
If "YES" what type and	how many?	Brookline Police detail					
years of age) who will be	e physically present at the e egulations, ordinances and	event and who will ensure co	ndividual (who must be at least 21 ompliance with all applicable federt and who will ensure the mainte-				
Sylvia Passley Harris Karen Hasenfus	Clyde St. 74 Main Street	Brookline MA Medfield MA	05/26/1955 09/29/1954				
(Name)	(Address)		(Date of Birth)				
Telephone number:	(617) 522-6547	(617) 283-7265					
Email Address:	khasenfus@larzanderson.c	org feonapassley@h	otmail.com				

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol0trelated incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town';s personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

a L Lul	
Signature	
Karen H Hasenfus	
Name Printed	
Operations and Events Manager	
Fitle (if on the behalf of an Organization)	
15 Newton St. Brookline MA 02445	
Address	
(617) 522-6547	
Telephone number(s)	
l-hassufas@lawson_lawson_	
khasenfus@larzanderson.org	·····
Email address(es)	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT NAME: Jose C. Falen Jose C. Falen Farmers Insurance Agency **PHONE** 278 Broadway Ate 1 (A/C, NO, EXT): 201-794-1000 (A/c, No): 201-794-1099 Elmwood Park, NJ 07407 E-MAIL jfalen@farmersagent.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURED Great American Insurance Company 16691 INSURER A: INSURER B Vinport LLC INSURER C: 33 E Midland Ave # 8133 INSURER D Paramus, NJ 07653 INSURER E: INSURER F: COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY 8E ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDTL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS LTR INSD WVD (MM/DD/YYYY) (MM/DD/YYYY) COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED CLAIMS-MADE OCCUR PREMISES (Ea Occurrence) 500,000 MED EXP (Any one person) 20,000 PERSONAL & ADV INJURY 1,000,000 Α N N MAC 4190855 11/5/2021 11/5/2022 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 POLICY PROJECT LOC PRODUCTS - COMP/OP AGG 2,000,000 OTHER COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) ANY AUTO BODILY INJURY (Per person) OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ ONLY AUTOS HIRED AUTOS NON-OWNED PROPERTY DAMAGE ONLY AUTOS ONLY (Per accident)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ν

For an event to take place at the Larz Anderson Museum on Friday, November 19, 2021.

CERTIFICATE HOLDER	CANCELLATION				
Town of Brookline	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION				
333 Washington St	DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Brookline, MA 02445	AUTHORIZED REPRESENTATIVE				
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MAC 4190855

11/5/2021

11/5/2022

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WORKERS COMPENSATION

AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/PARTNER/

EXECUTIVE OFFICER/MEMBER

EXCLUDED? (Mandatory in NH)
If yes, describe under DESCRIPTION OF

EXCESS LIAB

OPERATIONS below

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RETENTION \$

CLAIMS-MADE

Y/N

N/A

EACH OCCURRENCE

OTHER

\$

1,000,000

\$ 2,000,000

AGGREGATE

PER

STATUTE

E.L. EACH ACCIDENT

GENERAL AGG

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E.L. DISEASE - POLICY LIMIT

EACH OCCURRANCE

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Lodging House Agents

Application Details:

Question of approving the application for Lodging House Agent

Location:

For resident agent:

1061 Beacon Street

Mr. Sachprect Nehal

Reports:

Health Department (Approved)
Police Department (Approved)

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO:

Mark Morgan, Acting Chief of Police

Pat Maloney, Acting Commissioner of Public Health & Human Services

FROM:

Melvin Kleckner, Town Administrator

RE:

Lodging Agent

DATE:

October 27, 2021

May we please have reports on the attached application:

Owner:

1061 Beacon Street

License Type:

Lodging House

Location:

1061 Beacon Street Brookline, Ma 02446

Request of a report to approve the application for Lodging House Agent Mr. Sachpregt Nehal for 1061 Beacon Street.

This application is scheduled to go before the Board on November 16, 2021. May we please have the reports no later than November 09, 2021.

Thank you.



BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

To: Deputy Superintendent Allen

From: Lieutenant Kevin Mealy

Date: October 28, 2021

Subj: Pine Street Inn, 1017 Beacon St - Application for new Lodging house Agent

Sir,

On behalf of 1061 Beacon Street LLC, Manager Steven Handler has applied for a change in their lodging house agent to Sachpreet Nehal. 1061 Beacon Street is a licensed Lodging House in Brookline. Mr. Nehal has lived at 1061 Beacon St. since September, 2019. Mr. Nehal is currently a student at Boston University.

New Lodging House Agent: Sachpreet Nehal



Mr. Nehal is a current resident of the building and has been endorsed by the manager and the Director of Maintenance.

I find no reason to deny this application.

Respectfully submitted,

Lieutenant Kevin Mealy #L23





TOWN OF BROOKLINE

DEPARTMENT OF PUBLIC HEALTH

11 Pierce Street, Brookline, Massachusetts, 02445 Telephone: (617) 730-2300 Facsimile: (617) 730-2296 Website: www.brooklinema.gov

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

BROOKLINE DEPARTMENT OF PUBLIC HEALTH M E M O R A N D U M

To:

Melvin Kleckner, Town Administrator for the Select Board

From:

Pat J. Maloney, PJM

Acting Health Commissioner of Public Health & Human Services

Date:

11/8/2021

Re:

Lodging House Agent Approval

Please be advised that this Department has reviewed the applications for new Lodging House Agent at the following licensed Lodging Facility:

- DBA: 1061 Beacon St, Brookline, MA 02116

1061 Beacon St

Proposed Agent: Sachpreet Nehal

This recommendation is under the condition that the proposed agent attends the Lodging House Training scheduled for November 16, 2021 at 9:30 am via Zoom.

S:Lodging/SelectBoardMemo/LodgingAgent-SachpreetNehal

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/08/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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J. Williams Insurance Agency, Inc			PHONE				0.40 0.446		
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Braintree, MA 02184									
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В	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		08WECAL4GJK	06/22/21	06/22/22	E.L. EACH ACCIDENT	\$	100,000
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	Town of Brookline				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	333 Washington St Brookline, MA 02445				AUTHORIZED REPRESENTATIVE				
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



OFFICE OF SELECT BOARD 333 WASHINGTON STREET BROOKLINE, MA 02445 (617) 730-2200

LODGING HOUSE (D/B/A): 1061 Beacon Street, Brookline, MA 0244L
ADDRESS: 248 Newbury Street, Boston, m A 02116
OWNER'S NAME: 10101 Beacon Street LLC
NAME OF NEW AGENT: Sachprect Nehal
PREVIOUS AGENT: Steven Handler, manager
TELEPHONE: 1017 - 266 - 7142
DATE OF BIRTH: 9/1/97
EMAIL ADDRESS: bostonvents a aol.com
DO YOU INTEND TO LIVE ON THE PREMISES? 455
HAVE YOU PREVIOUSY HELD A LODGING HOUSE AGENT POSITION IN BROOKLINE OR ELSWHERE?
IF SO, IN WHAT YEARS:
AND WHAT ADDRESS (ES):
EMERGENCY PHONE #: しいつーよしし・つ \ 4 よ
1061 Beggg Street LLC
APPLICANT SIGNATURE STATE Manager DATE: 10/4/21

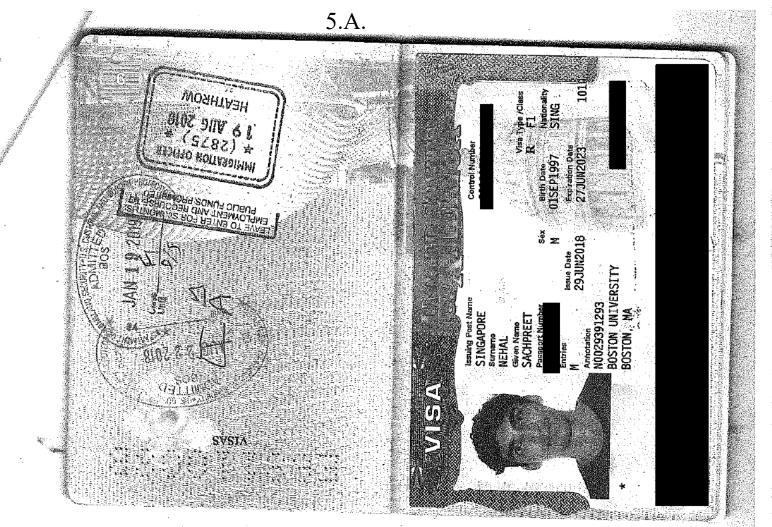


LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Lodging House
NAME: Sach Prest Nehal
ADDRESS: 1061 Beacon Street # B. Brookline, m.A. 02446
EMAIL ADDRESS: bostonents a gol. com
PHONE #: 617-264-7142
PLACE OF BIRTH: Singapore
FATHER'S NAME: Harproet S. Notal MOTHER'S MAIDEN NAME: Pavilar K. Gill
ARE YOU A CITIZEN? YES NO X ALIEN CARD#
ARE YOU A VETERAN: YES NO
RESIDENCES FOR LAST FIVE YEARS
DATE: Sep 2018 - 2619 LOCATION:
DATE: 2019 - Present LOCATION: 661 BEGON ST APTB
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EDUCATION						
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Page: 170



1061 Beacon Street LLC 248 Newbury Street Boston, MA 02116

Monday, October 18, 2021

Re; Building Agent Application

Dear Tiffany,

I have known Sachpreet Nehal since he moved into the building. I reviewed his application and completed our standard background check. He has proven to be responsible, respectful to his neighbors and has always paid his rent on time. He's a wonderful person and an ideal tenant. It's been a pleasure having him in the building and I strongly endorse his application for Resident Agent at 1061 Beacon Street, Brookline, MA 02446.

If you have any questions, please do not hesitate to contact me.

Steven Handler, Manager 1061 Beacon Street LLC October 15, 2021

To whom it may concern,

Please be advised that I met Sachpreet Nehal after he moved into 1061 Beacon Street #B, Brookline.

He's always been very friendly and doesn't hesitate to notify the office if he sees something wrong; either in the building or if there's something wrong in his apartment.

His unit is clean and he has not caused any damage in the building.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Donald Dolph

Director of Maintenance

October 18, 2021

Dear Ms. Souza,

It is without hesitation that I recommend Sachpreet Nehal, who is a close friend, for Agent at 1061 Beacon Street, Brookline. I have known Sachpreet for many years now and we are currently roommates in the building. During the time that I have known him, he has demonstrated exceptional skill and competence.

I have always been amazed by his passion. Additionally, Sach has an excellent rapport with everyone. He is enthusiastic, humble, and honest. Sach has excellent communication skills, which helps him connect with people of all ages. I am honored to have known Sach for this long.

Sincerely,

Jonathan Paserman

Common Victualler

Applicant:

Juliellen, LLC.

DBA:

Kupel's Bakery

Location:

421 Harvard Street, Brookline. Ma 02446

Application Details:

Question of approving the application upgrading a Food Vendor license to a Common Victualler licensefor Juliellen, LLC. d/b/a Kupel's Bakery at 421 Harvard Street. Hours of operation will be Sunday - Saturday 6:00 am to 6:00 pm. Seating will consist of 12 inside seats

Reports (Attached):

Health Department (Approved)
Building Department (Approved)
Police Department (Approved)
Fire Department (Approved)

MEMORANDUM

TO:

Pat Maloney, Acting Commissioner of Public Health & Human Services

Daniel Bennett, Building Commissioner Mark Morgan, Acting Chief of Police

John Sullivan, Chief of Fire

FROM:

Melvin Kleckner, Town Administrator

RE:

Common Victualler

DATE:

October 22, 2021

May we please have reports on the attached application:

Applicant:

Juliellen, LLC.

DBA:

Kupel's Bakery

License Type:

Food Vendor to Common Victualler

Location:

421 Harvard Street, Brookline. Ma 02446

Application Details:

Request of approving the application of upgrading a Food Vendor to a Common Victualler for Juliellen, LLC. d/b/a Kupel's Bakery at 421 Harvard Street. Hours of operation will be Sunday - Saturday 6:00 am to 6:00 pm. Seating will consist of 12 inside seats.

This application is scheduled to go before the Board on November 16, 2021. May we please have the reports no later than November 9, 2021.

Thank you.

Daniel F. Bennett Building Commissioner

TOWN of BROOKLINE

Massachusetts

BUILDING DEPARTMENT

INTEROFFICE MEMORANDUM

Date: November 10, 2021

To: Melvin Kleckner

Town Administrator

From: Daniel Bennett

Building Commissioner

Re: 421 Harvard Street – Application from Juliellen LLC, d/b/a Kupel's Bakery, Julia Ghorbi,

Partent, for a Common Victualler License with a seating capacity of 12 and operating hours of

Sunday- Saturday 6am-6pm (Your memo dated October 22, 2021).

The subject premises is located in a L-1.0 (Local) Business District and the use of the premises as a restaurant of less than 5,000 sf is permitted by right under Section 4.30, Use #30, of the Town of Brookline Zoning By Law. The premises conforms to the pertinent provisions of the State Building Code for use as a restaurant with a seating capacity of 8 (seating consists of stools at a counter along store front window).

The applicant is reminded that any change in signage will require review by the Planning Board and a sign permit from this office. It should also be noted that all building, plumbing, gasfitting, wiring and mechanical work requires permits from the Building Department.

If an odor problem occurs as a result of this use, an odor/exhaust control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule submitted to the Building Department.

The Building Department has no objection with the application from Juliellen LLC, d/b/a Kupel's Bakery, Julia Ghorbi, Partent, for a Common Victualler License with a seating capacity of 8 and not the 12 requested and operating hours of Sunday- Saturday 6am-6pm.



TOWN OF BROOKLINE

DEPARTMENT OF PUBLIC HEALTH

11 Pierce Street, Brookline, Massachusetts, 02445 Telephone: (617) 730-2300 Facsimile: (617) 730-2296 Website: www.brooklinema.gov

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

BROOKLINE DEPARTMENT OF PUBLIC HEALTH M E M O R A N D U M

To:

Melvin Kleckner, Town Administrator for the Select Board

From:

Pat J. Maloney, PJM

Acting Health Commissioner of Public Health & Human Services

Date:

November 8, 2021

Re:

Kupel's Bakery 421 Harvard St

Juliellen, LLC, Applicant

Food vendor to Common Victualler, License Type

Please be advised that the Brookline Department of Public Health (BDPH) has no objection to the issuance of a Common Victualler license recommendation to the above noted establishment.

This recommendation is under the following conditions:

- The establishment must comply with Town of Brookline COVID-19 Health and Safety Standards for food establishments. These safety standards include but not limited to: wear face coverings while indoors, wear gloves when contact with Ready-To-Eat foods as well as clean all tables and chairs frequently.
- The establishment is renovated to comply with Health Code requirements.
- The operator maintains Food Safety, and Allergy Awareness Certifications.
- An odor control system should be installed and maintained to prevent excessive cooking odors should BDPH receive valid nuisance complaints.

- The establishment receives a pre-operational inspection before the license is released.
- All required applications and fees are submitted to BDPH as required.
- The establishment must comply with the Town By-Laws on the use of artificial Trans-Fats, Polystyrene and Offering Public Water.

S:food SelectBoard/Kupel'sCV-2021

Tiffany Souza

From:

David A Randolph

Sent:

Tuesday, October 26, 2021 9:49 AM

To:

Tiffany Souza

Subject:

Re: Request for Report - Kupels Bakery

Hi Tiffany,

The Fire Department has no issues.

Respectfully,

David Randolph
Deputy Chief
Fire Prevention Division
Brookline Fire Department
(617) 730-2266 (o)
http://www.brooklinema.gov/fireprevention

From: Tiffany Souza <tsouza@brooklinema.gov>

Sent: Friday, October 22, 2021 12:18 PM

To: Dan Bennett <dbennett@brooklinema.gov>; David Hill <dhill@brooklinema.gov>; David A Randolph <drandolph@brooklinema.gov>; Debra Mann <dmann@brooklinema.gov>; Jasmine Stokes <jstokes@brooklinema.gov>; Kristen Curtis <kcurtis@brooklinema.gov>; Mark Morgan <mmorgan@brooklinema.gov>; Pat Maloney <pmaloney@brooklinema.gov>; Roland Lankah <rlankah@brooklinema.gov>; Tiffany Souza <tsouza@brooklinema.gov>; Todd Cantor <tcantor@brooklinema.gov>; Todd Kirrane <tkirrane@brooklinema.gov>

Subject: Request for Report - Kupels Bakery

Tiffany Souza

Administrative Assistant - Licensing



Town of Brookline | Select Board's Office 333 Washington Street, 6th FL Brookline, MA 02445-6853

数: (617) 730-2203 | **過**: (617) 730-2054



BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

Sergeant David Hill Patrol Supervisor Brookline Police Dept. 617-730-2654 dhill@brooklinema.gov

November 9, 2021

TO: Superintendent Morgan

RE: Common Victualler License – Kupel's Bakery

Sir,

I received a memorandum from Town Hall regarding a request by Julia Ghorbi on behalf of Juliellen, LLC for a new Common Victualler License at 421 Harvard St. The request is to transition the current *Kupel's Bakery* take-out bagel shop into a sit down establishment. Kupel's Bakery has occupied this location for many years. A site visit was conducted and the location should be able to accommodate the requested indoor seating capacity of six (12) with modifications to the current layout. The hours of operation will remain 6:00AM to 6:00PM, seven days a week. There will not be alcohol on the premises.

Ms Ghorbi appears to have experience in the food industry, and the corporation currently holds a food vendor license. Ms Ghorbi is a partner with the company and has been with Kupel's Bakery since 2007. The department has no documented interactions with Ms. Ghorbi, and there have been no issues that I am aware of concerning Kupel's Bakery that would impact the licensing process. I find no public safety reason to deny this request.

Respectfully submitted,

Juni Otillo

Sgt. David Hill S-14



Checklist for Common Victualler w/o Alcohol



☐ Common Victualler Application □ Description of Operations ☑ Copy of menu ▼ Vote of Corporation ☑ Delivery description Renovation Form ☑ State Tax Verification Form Three letters of reference ☑ A set of: a description, illustration, and/or detailed plans ☑ Legal Right to Occupy, a lease or deed ☑ Business Certificate (Town Clerk's Office) ☑ General Liability Insurance Certificate (required prior to opening) ☑ Certificate of Occupancy, Use, or Inspection (required prior to opening) ☑ Workers' Compensation Form (required prior to opening) ☑ Entertainment Application ☑ Outdoor Seating Application Report from Brookline Police ☐ Report from Fire Report from Health

DPW (Outside seating only)



OFFICE OF SELECT BOARD 333 WASHINGTON STREET BROOKLINE, MA 02445 (617) 730-2200

APPLICATION FOR COMMON VICTUALLER LICENSE

DATE: 10 /15 /3/		
LOCATION: 421 HARVAR	sst Brown	ekhere Ma
APPLICANT: Juliellen L	ic /	
INDIV	IDUAL/PARTNERSHIP/	CORPORATION
D/B/A: Kupel's Ba	rery	
BUSINESS OWNERSHIP- INDIVIDUAL/	PARTNERS/CORPORAT	TE OFFICERS:
NAME	TITLE	EMAIL ADDRESS
JULIA E Ghorbi	PartNex	Kupelsbugelsegnail.com
TELEPHONE #	ADDRESS	
	Ċ	
NAME	TITLE	EMAIL ADDRESS
Farzad Ghorbi	Partner	Kupelshagels a grait con

TELEPHONE #

ADDRESS

NAME	TITLE	EMAIL ADDRESS
TELEPHONE #	ADDRESS	
HAVE YOU PREVIOUSLY I	HELD A COMMON VICTUALLER LE PATES: YCS - DEFE	ICENSE IN BROOKLINE/ELSEWHERE? YES
		SERVICE BUSINESS:
HOURS OF OPERATION F	OR FOOD SERVICE:	
DAYS: SUNDAY thru	Saturday .	10URS: 6 AM - 6 PM
DAYS:		OURS:
DAYS:	·	IOURS:
HOURS OF OPERATION F	OR ALCOHOLIC BEVERAGES SER	VICE: (If applicable)
DAYS:		iours:
DAYS:		OURS:
DAYS:		IOURS:
PLEASE NOTE:		

THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED) Bagels Baked Goods Grean Cheese Beverages FLOOR SPACE SQ. FT. 2000			
BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises?(If yes, please be aware of applicable Town regulations governing BYOB.)			
SEATING CAPACITY: INSIDE DINING: 12 INSIDE BAR: OUTSIDE:			
Outside seating only applicable for 6 months from April 15 th – October 15 th .			
(Please attach plan showing location and layout of outdoor seating.)			
If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.			
By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).			
Applicant agrees to outside seating terms and conditions:			
NUMBER OF BATHROOMS : EMPLOYEE: PUBLIC:			
NUMBER OF PARKING SPACES (IF ANY):			
NUMBER OF EMPLOYEES: /5			
All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the TownBy-Laws, and the Town's Prepared Food Sales Regulations.			
Application Agrees to terms and conditions			
APPLICANT SIGNATURE JULY TITLE: PARTINEW PHONE 617-469-3090, EMAIL ADDRESS KUDELS DAGELS & GMAIL, COM			
Ellinic ribbillion A Color Color Color			



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: COMMON Victualler License
NAME: Julia E. Ghorbú
NAIVIE: OF ILIT
ADDRESS:
EMAIL ADDRESS: Kupelsbagels @ gnail. com
PHONE #: 617-469-3090
PLACE OF BIRTH: BOSTON, MA
FATHER'S NAME: EDWARD DALY MOTHER'S MAIDEN NAME: MALAMPHY
ARE YOU A CITIZEN? YES NO ALIEN CARD#
ARE YOU A VETERAN: YES NO D
RESIDENCES FOR LAST FIVE YEARS
DATE: 6/92 - PresenTLOCATION:
DATE: LOCATION:
DATE: LOCATION:
DATE: LOCATION:
DATE: LOCATION:

<u>EDUCA</u>	TION				
DATE:	9/15-6/79	LOCATION:	Suffolk	Unwersit	
DATE:	1/16 - 6/19	LOCATION:	Wheelock	¿ colleg-	e
DATE:	,	LOCATION:		<u> </u>	
DATE:		LOCATION:			
<u>EMPLC</u>	YMENT HISTORY				
DATE:	2/2007-prese	LOCATION:	Kupel's	POSITION	Partner
DATE:	, ,	LOCATION:	Baker	POSITION	
DATE:		LOCATION:		POSITION	· · · · · · · · · · · · · · · · · · ·
DATE:		LOCATION:		POSITION	
DATE:		LOCATION:		POSITION	
<u>SIGNA</u>	TURE:	J. /1	DATE:	10/5/2	-/
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STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

*Signature of Individual

By: Corporate Officer

** Social Security #

Voluntary or Federal ID #

*This license will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.



OFFICE OF SELECT BOARD 333 WASHINGTON STREET BROOKLINE, MA 02445 (617) 730-2200

Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to 780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

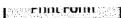
After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and	conditions:	
APPLICANT SIGNATURE	ple/h	TITLE: Partner
PHONE#:_	EMAIL ADDRESS:	Kupelsbagels e quail. com
		9 9





The Common Petith of Massachusetts Department of Industrial Accidents Office of Investigations 1 Congress Street, Suite 100 Boston, MA 02114-2017 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information	Please Print Legibly
Business/Organization Name: Juliellen 1	1.0
Address: 421 HARVARD St	·
City/State/Zip: BROOKhine Mu P	hone #: <u>617 - 469 - 309</u> 0
Are you an employer? Check the appropriate box: 1. I am a employer with	Business Type (required): 5. Retail 6. Restaurant/Bar/Eating Establishment 7. Office and/or Sales (incl. real estate, auto, etc.) 8. Non-profit 9. Entertainment 10. Manufacturing 11. Health Care 12. Other r workers' compensation policy information. cmployees, a workers' compensation policy is required and such an
I am an employer that is providing workers' compensation insurationsurance Company Name: HAN OVER FNSURA Insurer's Address: HUB INTERNATIONAL / 400 City/State/Zip: WODURN MA 0180 Policy # or Self-ins. Lic. # W2N 9471676 Attach a copy of the workers' compensation policy declaration Failure to secure coverage as required under Section 25A of MGL fine up to \$1,500.00 and/or one-year imprisonment, as well as civing of up to \$250.00 a day against the violator. Be advised that a copy Investigations of the DIA for insurance coverage verification.	Expiration Date: 2/14/22 page (showing the policy number and expiration date). c. 152 can lead to the imposition of criminal penalties of a l penalties in the form of a STOP WORK ORDER and a fine
I do hereby certify, under the pains and penalties of perjury that Signature: Phone #: 617 - 469 - 3690	the information provided above is true and correct. Date: $10/5/4$
Official use only. Do not write in this area, to be completed by	y city or town official.
City or Town: Per Issuing Authority (circle one): 1. Board of Health 2. Building Department 3. City/Town C 6. Other	
Contact Person:	Phone #: Page: 1 90



CERTIFICATE OF LIABILITY INSURANCE

DATE (MIN/DD/YYYY) 10/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

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PRODUCER				CONTAC NAME:	ст		<u> </u>		
				PHONE	(888)	519-0551	FAX (A/C, No): (866	828-2424	
HUB INTERNATIONAL NEW ENGLAND, LLC/STE 6725				PHONE (A/C, No E-MAIL ADDRES	c. Certifi	cate@Hanove	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
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	BURN			MA 01801		Chinana	ins Co of Amer		31534
INSU				11171 01001	INSURE	NA.	American Ins (36064
mau	JULIELLEN LLC				INSURE	RB.	Americanino		00001
	C/O KUPELS BAKERY				INSURE				
	421 HARVARD ST				INSURE				
	BROOKLINE			MA 02446	INSURE				
		TIEI	ATE	NUMBER:	MOURE	KF.		REVISION NUMBER:	
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	(Mandatory in NH)			•			}	E.L. DISEASE - EA EMPLOYEE \$ 1,0	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 1,0	000,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI			101, Additional Remarks Schedu	le, may b	e attached if mor	e space is require	ed)	
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6.A.

S&K WASTE MANAGEMENT P.O. Box 35932 Brighton, MA 02135 Tel: (617) 787-8049 / Fax: (617) 787-2223 mfo@skwaste.com



Kupel's Bakery 421 Maryard Street Brooklane, MA 02446

REFERENCE: 421 Harvard St. Brookline

Description of services:

- · Contract & 1 year.
- 5x a week trash collection from (6) 96 gal barrels Monday-Friday by 7am
- * Saturday pick up between 14AM-12AM
- · Thankgining and Costman Lay No PTCK UPS

 Total Monthly Price 5900.00
- . Short Nov 1st, pirve pickup.

I have read & understand this agreement & I agree to abide by all terms & conditions set forth within it. Work will be provided according to terms described within this proposal.

Kupel's Bakery may terminate this contract at anytime for any reason by providing 30 days notice. S&K may terminate this contract at anytime for any reason by providing 30 days notice.

Rom Lopes

Date: 11/01/2021

S&K Waste Management

Date

11/01/2021

Property Manager

421 Harvard Street Brookline, MA 02446 October 15, 2021

Office Of Select Board 333 Washington Street Brookline, MA 02445

Greetings!

Juliellen LLC DBA Kupel's Bakery is pleased to be applying for a Common Victualler License in the Town of Brookline. We currently possess a Food Vendors License and are applying to upgrade.

Our business consists of the baking and selling of bagels, pastry, beverages, cream cheese and bagel sandwiches. We will maintain the current hours of operation Sunday thru Saturday 6 AM-6 PM.

All deliveries of ingredients and supplies will occur on Fuller Street where the driver will obtain access by the rear/kitchen door.

Trash area will be maintained and cleaned daily, with 6 days a week pick-up(Monday thru Saturday). Sidewalks will be swept regularly.

The shop will meet and maintain all Covid protocols.

We look forward to continuing Kupel's tradition of serving our customers and contributing to the JFK Crossing community.

Best Regards, Julia Ghorbi

Page: 193

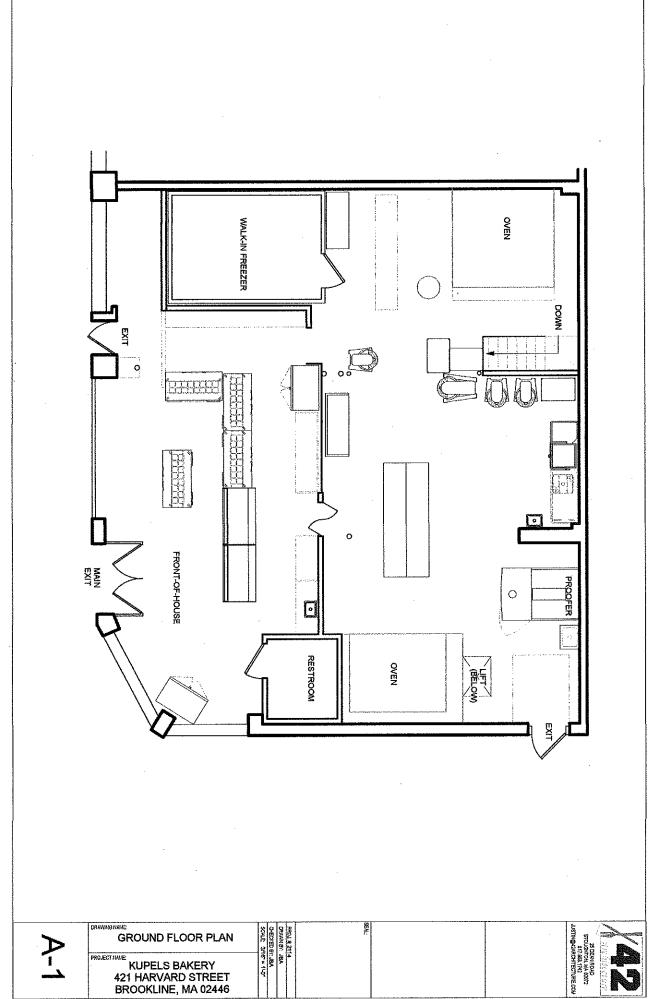
421 Harvard Street Brookline Ma, 02446 October 15, 2021

Office Of Selectman 333 Washington Street Brookline, MA 02445

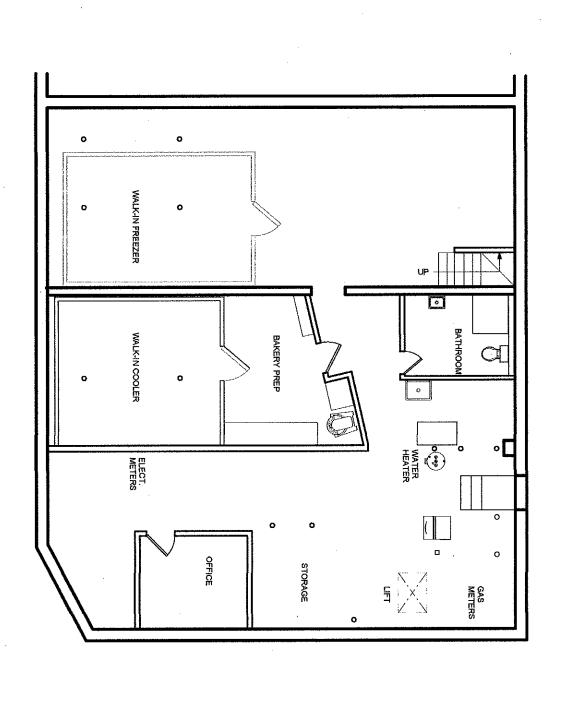
To Whom It May Concern:

Juliellen LLC/ Kupel's Bakery has maintained the services of S&K Waste Management PO Box 35932 Brighton MA 617-787-8049 for trash pickup. The area will be kept clean and trash will be removed by a pickup 6 days a week.

Thank you, Julia Ghorbi



Page: 195



A-2

BASEMENT FLOOR PLAN

CTIME

KUPELS BAKERY

421 HARVARD STREET

BROOKLINE, MA 02446

A SECURITY CLUSS

25 DEAL ROAD

STUDENTON, MA 2022

BIT SEAT/1/2

USTING-CANECUTE CON-



RENOVATION FORM

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) Bathroom Added Add Compliant

2/2014 - Permitted

Plans on File - Town of Brookhine						
Plans	on	File	- Town	O.F	Brookhine	
(2)						
			<u> </u>			
(3)						
(4)						
	, , , , , , , , , , , , , , , , , , ,					
(5)						
(6)						

DATE: 10/15/2/ SIGNATURE OF APPLICANT:

(PLEASE SUBMIT A SET OF PLANS)

SREAKFAST ITEMS

Tofu Cheese Danish
Fruit Cheese Danish
Coffe Rolls
Crossaints (Chocolate - Almont
Frozen Dough (Cinnamon Doug
Poppy Danish
Chocolate Danish
Muffins

PASTRIES

Chocolate Stick
Cinnamon Stick
Chocolate Sack
Chocolate Pretzel
Apple Flip
Apple Puff Pastry
Apple Flip

Lemon Flat Tire
Blueberry Flat Tire
Raspberry Flat Tire
Elephant Ears
Apple Bear Claw
Raspberry Bear Claw
Perry Bear Claw

1901 1901

Raspberry Cheese Raspberry Raisin Plain Chocolate Chocolate Cheese Plain Cinnamon Cinnamon Chocolate Cinnamon Raisin Apicot Raisin

Raspberry
Strawberry
Blueberry
Poppy Seed
Pineapple
Apple
Apricot
Lemon

OUR BESTSELLER Rugelach

HOTDRINKS

Cafe au lait · Cappuccino · Latte Mocha Latte · Americano Hot Chocolate

) I Chamomile · Earl Grey · Green Tea emon I fft · Findish Tea · Jasmine · Mint

Bottled Water
Vitamin Water
Snapple
Tropicana Orange Juice
Hershey's Milk
Namtucket Nectars
Spring Juice
Sodas
Sampellegrino

ABOUT US

Kupels Bakery opened in 1978 at the original sits of Banels Kinn

It bok two years of renovations and a lifetim of savings to start the bakery. Owned first by Allan and Diane Kupelnick who built the store reputation After many years the owners decided to sell the business to the family of their long time employee and then maraget.

Thanks to our customers we were decorated many times for being one of the best bagels shop in the United States as a result we will continue with the tradition and the hard worl

THE BEST BAGELS IN MASSACHUSETTS PERTOD

Monday - Thursday Boo am - Goom - Goom Priday Goo am - one hour before sund Closed Saturday Sunday Goo am - 6.00 pm Closed Saturday Sunday Sunda

(617)566-9528 www.kupelsbakery.com

JUR BESTÜN CARGE (UULUTES



രക<u>ൾക</u>

Poppy Seed Garlic Sesame Onion Jalaperics Onion Salt

Mynes | \$ 9.99 Egg Salad, Nova Lox, Tomato and Onions

St. Paul | \$ 9.99 Vegetable Cream Cheese, Nova Lox, Tomato and Onions

LOW FAT REAM CHEESE

Regular | \$ 5.99 LB Regular (\$5.99.13) Famoly 187,99 LB

9 9 9 5 9 9 9 5 9 9 9 9 9

Challah Rolls Onion Rolls Bulkie Rolls

Cinnamo Raisin Chocolate • Blueberry Cherry • Apple

Chive Strawberry Honey Green Olive Garlic Herb Veggie Jalapeño

Sh Spread | \$ 9.99 LB

Write Fsh Salad | \$ 10.99 LB

Queumber
Tomato
Lettuce
Onion
Gapers

SIDE OPTIONS IN YOUR BAGEL

SHSNIV

Cinnamon Raisin Pumpemickel Black & White

Coolidge Corner | \$ 10.99 Chive Cream Cheese, Salmon, Tomato, Onions and Salt

Egg Sissel Rye California All Grain Cinnamon Glaze Blueberry Cranberry

Cleveland Circle | \$ 9.49
Plain Cream Cheese, Nova Lox, Tomato
and Onions

Lechmere | \$ 9.99 Garlic and Herb Cream Cheese, Lox,

Formato and Capers

Washington Sq. 1.\$ 10.99 Jalapeño Cream Cheese, Salmon, Lettuce, Capers and Tomato

Whole Wheat Plain Whole Wheat Sesame Whole Wheat Poppy Whole Wheat Everything Whole Wheat Gnion Whole Wheat Raisin

Brookline Village | \$ 9.99Plain Cream Cheese, Smoked Salmon
Tomato and Onions

Regular braided Challah Small Braided Challah Round Raisin Challah Whole Wheat Challah Pan Challah Rye Bread Challah

.Chive .Green Olive .Garlic Herb .Veggie

Beaconsfield | \$ 6.49 Chive Gream Cheese, Tuna, Tomato, Onion and Lettuce

Roslindale Village | \$11.99 Tuna Salad, Salmon, Tomato and Onions

Bellevue | \$10.99Lox Spread, Nova Lox and Onions

Forest Mills | \$ 10.99 Vegetable Cream Cheese, Salmon Leftuce and Capers

Boylston | \$ 4.49 Chive Cream Cheese, Tomato and Onions

Chestnut Mill | \$ 4.49 Garlic and Herb Cream Cheese, Onion and Cucumber

Miami Lox

1 Lox | \$2.99 LB | Morr | \$26.99 LB

Nova I Smoke Salm

\$8.99.13 |\$10.99.18 |\$12.99.18

Tofu Plain Tofu Chive Tofu Lox

Special |\$7.99 LB

Newton Center | \$ 2.69 Penut Butter & Jelly

BAGEL SANDWICHE

Park Street 1 \$ 4.99 Green Olive Cream Cheese, Lox Spread, Cucumber and Capers **North Station | \$ 9.99** Plain Tofu Cream Cheese, Lox, Tomato

Prudential | \$ 4.49 Jalapeño Cream Cheese, Capers and Sucumber

Reservoir | \$ 5.99 Egg Salad, Slice of Cheese, Tomato and Onions

Arlington | \$ 4.49 Vegetable Gream Cheese, Lettuce, Cucumber and Capers Central Square | \$5.99 Vigmi Lox, Egg, Tomato and

Marvard | \$4.49 Honey Wainut Cream Cheese and Jelly

6.A.

South Station | \$5.99 Whitefish Salad, Egg and **Juions** Back Bay | \$ 4.49 Egg and Slice of Cheese, Tomato and Onions

Chimatown | \$ 4.49 Light Chive Gream Cheese, Tomato and Capers

Downtown Crossing | \$6.99 Egg Salad, Tuna Salad, Tomato, Onions and Lettuce

Roxbury Crossing 1\$229 Butter and Jelly

Copley | \$3.99 Green Olive Cream Cheese and Cucumber

Fenway | \$ 4.69 Lox Cream Cheese, Onions and Capers

Sullivan Square | \$ 3.99 Plain Cream Cheese, Butter and Jelly

Government Center | \$ 5.25 Jalepeno Gream Cheese, Egg Salad and Lettuce

Kenmore | \$5.99 Double Egg and Cheese, Tomato, Onions and Salt

Longwood | \$ 5.99 Whitefish Salad, Onions and Capers

State Street | \$3.69 Light Plain Cream Cheese and Jelly

Fwd: WA 25 (EV): Staff Amendment Version 2 and Staff Explanation

Steve Kanes <stevenkanes@gmail.com>

Fri 11/12/2021 9:28 AM

To: Lisa Portscher < lportscher@brooklinema.gov>

Cc: wishinsky.neil@gmail.com <wishinsky.neil@gmail.com>; Iselwyn@econtech.com <Iselwyn@econtech.com>; Pollak David <dpollak@abacusarchitects.com>; Warren Paul <paulwarren65@gmail.com>; carlos <carlos@caridossa.com>; lindaolsonpehlke@gmail.com>; George Cole <gcolebrookline@gmail.com>; C. Scott Ananian <brookline@cscott.net>

Please post

Sent from my iPhone

Begin forwarded message:

From: Jesse Gray <Jesse.Gray@gmail.com> **Date:** November 11, 2021 at 10:29:49 PM EST **To:** Maria Morelli <mmorelli@brooklinema.gov>

Cc: carlos <carlos@caridossa.com>, stevenkanes@gmail.com, Scott Englander <senglander1@gmail.com>, Kara Brewton <kbrewton@brooklinema.gov>, Polly Selkoe <pselkoe@brooklinema.gov>, Dan Bennett <dbennett@brooklinema.gov>, "Paul R. Campbell" cprcampbell@brooklinema.gov>, Brian Richard

cbrichard@brooklinema.gov>

Subject: Re: WA 25 (EV): Staff Amendment Version 2 and Staff Explanation

Hi Maria, Dan, Carlos, and Steve --

Thank you! We are looking forward to the subcommittee meeting tomorrow.

A couple of issues we would like to discuss:

- (1) We would like to share some perspective on the EV Ready code that we have garnered from professional electrical engineers and code experts, which to our understanding confirms that load management systems may be used to size service and feeders to groups of EV Ready spaces arbitrarily, no matter the number of dedicated branch circuits served. We will be sharing this in writing as soon as we are able, and we anticipate in advance of the meeting.
- (2) We are wondering the extent to which Town Counsel was consulted on the legal analysis presented in the memo, specifically about the legal suitability of an EV Ready zoning mandate for buildings regulated by the residential code, versus the commercial code. We are confused by the legal assertion here.
- (3) We would like to work through some practical scenarios that could be encountered, and how future EV owners would experience them under different versions of this article, favored by petitioners or staff. There are three areas of difference:
 - -25% vs 100% EV Ready (buildings regulated by the commercial code)
 - -Inclusion of buildings regulated by the residential code (one space required per dwelling unit)
- -The number of parking spaces required to trigger the requirements for projects other than new construction or significant rehabs.

Thank you again for all your hard work and judgment on this.

Page: 200

Best, Jesse

On Wed, Nov 10, 2021 at 5:26 PM Maria Morelli < mmorelli@brooklinema.gov> wrote: All,

Attached please find Staff's Amendment to WA 25 that now removes elements that the Town Moderator determined were out of scope. Staff's explanation in the second document addresses common questions; namely, staff's position on 100% mandates and one- and two-family uses. Maria

Maria Morelli, AICP

Senior Planner

Town of Brookline

mmorelli@brooklinema.gov. | 617-730-2670 | LinkedIn

At Town Hall M W F

"Democracy is not a state. It is an act." Rep. John Lewis

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Page: 201

Warrant Article 25 EV Readiness As Amended November 9, 2021 by Planning and Building Departments

ARTICLE VI VEHICULAR SERVICE USES REQUIREMENTS

Section 6.00 – INTENT OF REQUIREMENTS

Add the following new paragraph after Paragraph 6:

7. Parking facilities shall be equipped with EV Ready Spaces as defined in Section 6.10 to provide scalable, reliable, and accessible EV charging, to implement the Town's sustainability policy, and to minimize the challenges associated with retrofits.

Section 6.04 – DESIGN OF ALL OFF-STREET PARKING FACILITIES

Add the following new paragraph after Paragraph 2g:

h. Accessible EV-Ready Parking Spaces:

A minimum number of the total number of provided EV Ready Parking Spaces shall be accessible and in compliance with the accessible parking space requirements pursuant to (1) 521 CMR 23 as follows:

Total Number of	Required Minimum
EV Ready Spaces	Number of Accessible
	EV Ready Spaces
15-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2% of total
1001 and over	20 plus 1 for each 100
	over 1000

- (2) The number of Accessible EV Ready Spaces shall not count toward the minimum number of accessible parking spaces required in 521 CMR 23;
- (3) The Accessible EV Ready Spaces may be reserved but are not required to be reserved for persons with disabilities; and

(4) The Accessible EV Ready Spaces shall be reserved for EV charging.

Delete Section 6.04.15 of Zoning By-Law in its entirety:

15. For Parking Areas, Non-residential and Residential, with 15 or more parking spaces, at least 15% of the total parking spaces, and not fewer than two parking spaces, shall be EV Ready Spaces. The definitions of EV Ready Space, Electric Vehicle, and Electric Vehicle Supply Equipment (EVSE) are as defined in the latest edition of the Massachusetts State Building Code. For additions and renovations to existing buildings, exceptions to this paragraph shall be consistent with the latest edition of the Massachusetts State Building Code.

Add the following new section after Section 6.09:

Section 6.10 – OFF-STREET EV READINESS

1. Definitions

a.

Terms used in Section 6.10 shall be defined as follows. Capitalized terms in Section 6.10 not defined below shall be as defined in Article II.

```
Electric Vehicle ("
                     EV'), Electric Vehicle Supple Equipment ("
                                                                 EVSE"
                                                                        ), and Electric
   Vehicle Charge Space ("
                            EV Ready Space"
                                             ) are as defined in the latest edition of the
   Massachusetts State Building Code.
b.
   Massachusetts State Building Code - International Building Code Volume ("
                                                                               MSBC-
   IBC"
        ): The base volume of the latest edition of the Massachusetts State Building Code,
   which regulates buildings including but not limited to:
   (1)
       Three-Family Dwellings of any number of stories
```

Page: 203

2

e. Significantly Rehabilitated: The reconfiguration of space and/or building systems in which the Work Area exceeds 50% of the existing Gross Floor A rea as defined by the

Massachusetts State Building Code – International Building Code Volume.

f.

Work Area: The aggregate area of those portions of a building affected by alterations for the reconfiguration of space or building systems, including new floor area added as a result of the alteration, as indicated in the drawings associated with a building permit application. Excluded from the calculation of Work Area are those portions of a building where only repairs, or refinishing or incidental work occur or where work not initially intended by the Applicant is specifically required by an inspector from the Building pursuant to the applicable building code.

2. Applicable Uses and Requirements

- a. In stand-alone Residential Parking Areas or Parking Garages and Parking Areas or Parking Garages of New or Significantly Rehabilitated Residential Buildings regulated by the Massachusetts State Building Code International Building Code Volume, a minimum of 25% of the total number of parking spaces and not less than one shall be EV Ready.
- b.
 In stand-alone Non-Residential Parking Areas or Parking Garages and Parking Areas or Parking Garages of New or Significantly Rehabilitated Non-Residential Buildings regulated by the Massachusetts State Building Code International Building Code Volume and with seven parking spaces or more, at least 15% of the total number of parking spaces and not less than one shall be EV Ready.
- c. If the total number of existing parking spaces for Applicable Uses subject to Section 6.10 is increased or expanded by 10 parking spaces or more, the Requirements of Section 6.10 shall apply.
- d. The requirements of Section 6.10 shall not apply to one- and two-family Dwellings.
- e.

 The installation of EVSE or an Automatic Load Management System for EV charging as3 defined in the latest edition of the Massachusetts Electrical Code is not required but is encouraged.

8.A.

- a. Uses 25, 25A, 26, 27, 28, and 28A in Section 4.07, Table of Use Regulations;
- b. Those exceptions to EV Ready Spaces specified as "Exceptions" in the latest edition of the Massachusetts State Building Code International Building Code Volume, except for Parking Garages, open or enclosed;
- c. Loading Bays and Loading Facilities as specified in Sections 6.06 and 6.07;
- d. Waldo-Durgin Overlay District: The requirements of Section 6.10 shall not apply to any building being constructed subject to the Waldo-Durgin Overlay District as described in Section 5.06.4.k;
- e. Fisher Hill Special Overlay District: The requirements of Section 6.10 shall not apply to any building being constructed subject to the Fisher Hill Special Overlay District as described in Section 5.06.4.1.

4. Waivers

The Board of Appeals may grant by Special Permit a reduction in whole or in part of the minimum number of EV Ready Spaces required under Section 6.10 if the Board of Appeals grants or has granted a Special Permit pursuant to Section 6.03.1.b.

5. Rounding

Fractional numbers 0.5 and above shall be rounded up to the nearest whole number.

###



BROOKLINE COMMISSION ON DISABILITY

(as of 11/12/21)

James Miczek, Deputy Chairperson	2024*
Henry Winkelman	2023*
Jim Lee	2022
Robert Heist	2024*
Ann Kamensky	2024*
Joan Mahon	2023*
Elaine Ober	2023*
Miriam Aschkenasy, Select Board Member Re	presentative

RECENT ACTIVITY

Myra Berloff resigned
Shonali Gaudino interviews for appointment 6/22/21
Elizabeth Schaffer applies for appointment 10/22/21
Shawn O'Neal applies for appointment 10/22/21
James Miczek applies for reappointment 11/16/21
Henry Winkelman applies for reappointment 11/16/21
Robert Heist applies for reappointment 11/16/21
Ann Kamensky applies for reappointment 11/16/21
Myra Berloff applies for reappointment 11/16/21
Joan Mahon applies for reappointment 11/16/21
Elaine Ober applies for reappointment 11/16/21

^{*}term if reappointed

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov < notifications@brooklinema.gov>

Mon 10/18/2021 2:12 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the <u>open Board/Commission positions</u>. We welcome your application and will respond to you quickly.

Name	Shawn O'Neal
Address	
Application for specific Board/Commission?	Yesabd
What type of experience can you offer thi Board/Commission?	I'm a long programs for children and other programs are needed in my commuunity
What type of issue would you like to see this Board/Commission address?	A fresh and new outlook issues pertaining to the town
Are you involved in any other Town activitie?	Not at this time
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed

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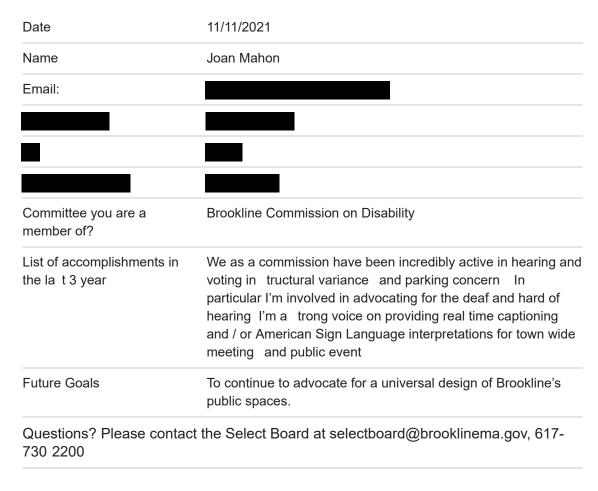
Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Thu 11/11/2021 8:58 AM

To: Devon Fields <dfields@brooklinema.gov>

Committee Reappointment Interest Form



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Online Form Submittal: Committee Reappointment Interest Form

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Mon 11/8/2021 9:05 AM

To: Devon Fields <dfields@brooklinema.gov>

Committee Reappointment Interest Form

Date	11/8/2021
Name	Elaine Ober
Email:	
Committee you are a member of?	Brookline Commission on Disability
List of accomplishments in the la t 3 year	Commented upon/approved/rejected several building variance, e.g., propo ed e.pan ion of Coolidge Corner Theatre; provided feedback on proposed plans for HS con truction project/Cypre Field and new Dri coll School; recommended simple changes to make Town Meeting more inclu ive (when in per on, pre COVID); ighted guide video; partnered with Brookline TAB for monthly column; public upport for TM Warrant Article (6, 11, 12 on thi Fall' docket); consulted on outdoor dining regulations; consulted on sidewalk ob truction regulation; con ulted on Green Line improvement plan, with MBTA.
Future Goals	Continue to raise awareness of Brookline's population of people with disabilities; finish developing and fully implement plan for inclusive Town Meeting (and, by extension, all other meetings of Town committees or simply Town events); continue the monthly TAB columns; advocate for accessible, inclusive playgrounds/playspaces, as parks come up for renovation; support ADA coordinator; develop a process by which all building/design plans must come before BCOD as early as possible in the planning/permitting process; address accessibility problems as they arise and work to find solutions so they do not recur.
Questions? Please contact 730 2200	the Select Board at selectboard@brooklinema.gov, 617-

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notifications@brooklinema.gov < notifications@brooklinema.gov >

Thu 11/4/2021 2:23 PM

To: Devon Fields <dfields@brooklinema.gov>

Committee Reappointment Interest Form



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Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov < notifications@brooklinema.gov>

Tue 11/2/2021 5:20 PM

To: Devon Fields <dfields@brooklinema.gov>

Committee Reappointment Interest Form

Date	11/2/2021
Name	Henry Winkelman
Email:	
Committee you are a member of?	BCOD
List of accomplishments in the la t 3 year	serving until 2021
Future Goals	BCOD's continued growth and development to assist people with disabilities in Brookline.
Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730 2200	

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